

**SIGNATURE DOCUMENT FOR  
THE HEALTH AND HUMAN SERVICES COMMISSION  
CONTRACT NO. 529-16-0132-00007  
UNDER THE  
HEALTHY TEXAS WOMEN'S GRANT PROGRAM**

**I. PURPOSE**

The **Health and Human Services Commission** ("System Agency") an administrative agency within the executive department of the State of Texas and having its principal office at 4900 North Lamar Blvd., Austin, TX 78751 and **Community Health Center of Lubbock, Inc.** ("Grantee" or "Contractor"), having its principal office at 1610 5<sup>th</sup> Street, Lubbock, TX 79401 (each a "Party" and collectively the "Parties") enter into the following grant contract to provide funding for the Healthy Texas Women's Program ("Contract").

**II. LEGAL AUTHORITY**

This Contract is authorized by and in compliance with the provisions of with the provisions of Chapter 531 of the Texas Government Code and Title 1 of the Texas Administrative Code, Part 15, Chapter 382, Subchapter A, §§382.1-382.29.

**III. CONTRACT PERIOD**

The Contract will be effective on July 1, 2016, or upon the signature date of the latter of the Parties to sign the Contract, whichever occurs later. The Contract shall terminate on August 31, 2017, unless it is renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency reserves the option to renew the Contract for up to two additional two-year terms.

**IV. STATEMENT OF SERVICES TO BE PROVIDED**

The services to be performed under this Contract are described in: (1) the Healthy Texas Women Open Enrollment Solicitation, which is attached hereto as ATTACHMENT A and incorporated herein by this reference; (2) Contractor's revised Program Forms and revised Budget Documents; which are attached hereto as ATTACHMENTS B and C, respectively, and incorporated herein by this reference; and (3) the Contractor's Open Enrollment Application, which is attached hereto as ATTACHMENT D and incorporated herein by this reference.

In the event of a conflict, the order of precedence for these documents is as follows:

Attachment A -- Healthy Texas Women Open Enrollment Solicitation  
Attachment B -- Contractor's revised Program Forms  
Attachment C -- Contractor's revised Budget Documents  
Attachment D -- Contractor's Open Enrollment Application

Contractor shall provide Healthy Texas Women Program services to **3,140** Unduplicated Clients during the term of this Contract.

#### **V. NOT-TO-EXCEED AMOUNT AND COST REIMBURSEMENT PROCESS**

The total amount of this Contract shall not exceed **\$409,715** for the cost reimbursement portion of the Healthy Texas Women Program as described in the revised budget documents contained in ATTACHMENT C, which is attached hereto and incorporated herein by this reference. All expenditures under the Contract must be in accordance with Attachment C. This Contract is contingent upon the continued availability of funding. If funds become unavailable during the term of this Contract, the System Agency may terminate this Contract without penalty.

This Contract will be paid on a cost reimbursement basis as described in Section 2.7 of the Healthy Texas Women Open Enrollment, ATTACHMENT A.

#### **VI. CONTRACT REPRESENTATIVES.**

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

##### **System Agency**

Health and Human Services Commission -- Women's Health Services

Address: 1100 W. 49<sup>th</sup> Street

Austin, TX 78756

Attention: Camille Laosebikan

Email: [Camille.Laosebikan@hhsc.state.tx.us](mailto:Camille.Laosebikan@hhsc.state.tx.us)

Phone: (512)776-3561

##### **Grantee**

Community Health Center of Lubbock, Inc.

Address: 1610 5<sup>th</sup> Street

Lubbock, TX 79401

Attention: Michael Sullivan

Email: [msullivan@chcl.tachc.org](mailto:msullivan@chcl.tachc.org)

Phone: (806)765-2611 ext. 1100

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## **VII. LEGAL NOTICES**

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

### **System Agency**

Health and Human Services Commission  
4900 North Lamar Blvd.  
Austin, TX 78751  
Attention: HHSC Chief Counsel – Karen Ray

### **Grantee**

Community Health Center of Lubbock, Inc.  
1610 5<sup>th</sup> Street  
Lubbock, TX 79401  
Attention: Michael Sullivan

Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

## **VII. DISPUTE RESOLUTION**

If a contract dispute arises that cannot be resolved to the satisfaction of the Parties, either Party may notify the other Party in writing of the dispute. If the Parties are unable to satisfactorily resolve the dispute within fourteen (14) days of the written notification, the Parties must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve the dispute. This provision will not apply to any matter with respect to which either Party may make a decision within its respective sole discretion.

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### VIII. EXECUTION OF CONTRACT

The Parties have executed this Contract in their capacities as stated below with authority to bind their organizations on the dates set forth by their signatures.

#### SYSTEM AGENCY

#### GRANTEE

\_\_\_\_\_  
Name: Lesley French  
Title: Associate Commissioner  
Date of execution: \_\_\_\_\_

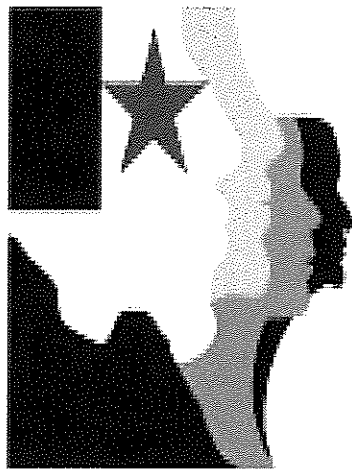
  
\_\_\_\_\_  
Name: Michael Sullivan  
Title: Chief Executive Officer  
Date of execution: 7/12/16

**THE FOLLOWING ATTACHMENTS ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE:**

**ATTACHMENT A – HEALTHY TEXAS WOMEN OPEN ENROLLMENT SOLICITATION**  
**ATTACHMENT B – CONTRACTOR’S REVISED PROGRAM FORMS**  
**ATTACHMENT C – CONTRACTOR’S REVISED BUDGET DOCUMENTS**  
**ATTACHMENT D – CONTRACTOR’S OPEN ENROLLMENT APPLICATION**  
**ATTACHMENT E – UNIFORM TERMS AND CONDITIONS**  
**ATTACHMENT F – SPECIAL CONDITIONS**  
**ATTACHMENT G – GENERAL AFFIRMATIONS**  
**ATTACHMENT H – FEDERAL ASSURANCES AND CERTIFICATIONS**  
**ATTACHMENT I – DATA USE AGREEMENT**



**Attachment A – Healthy Texas Women  
Open Enrollment  
Solicitation**



# TEXAS

## Health and Human Services Commission

**Chris Traylor, Executive Commissioner**

**Open Enrollment  
For  
Healthy Texas Women**

**Enrollment Number: 529-16-0132**

**Enrollment Period Opens: May 27, 2016**

**Enrollment Period Closes: July 12, 2016**

**NIGP Class/Item Code:**

- 924-16:** Laboratory Testing Services
- 918-88:** Quality Assurance Services
- 948-47:** Care Center Services, Health
- 948-48:** Drug Monitoring Services, International; Ethics & Code of conduct,  
Medical, Euthanasia; Faith Healers
- 948-55:** Laboratory Services; Non-Physician
- 948-74:** Physician Professional Services
- 952-42:** Family Planning
- 952-62:** Mental Health Services
- 952-88:** Teen Pregnancy Services

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## 1. GENERAL INFORMATION

### 1.1. Project Scope

On July 1, 2016, HHSC will consolidate the Texas Women's Health Program (TWHP) and the Expanded Primary Healthcare Program (EPHC) into the new Healthy Texas Women Program (HTW Program). The HTW Program includes both a fee-for-service component (HTW Fee-for-Service Program) and a cost reimbursement component.

In this open enrollment, the State of Texas, by and through the Texas Health and Human Services Commission (HHSC), seeks qualified entities that provide, or will provide, services through the HTW Fee-for-Service Program to enter into cost reimbursement contracts to conduct additional activities that will enhance the clinical outcomes for clients seen through the HTW Fee-for-Service Program.

NOTE: A client will have an HTW identification card.

### 1.2. Point of Contact

The Health and Human Services Commission (HHSC) Point of Contact for inquiries concerning this open enrollment until the completion of the initial application screening is:

Procurement Project Manager:	<b>Lizet Alaniz, CTPM</b>
Address:	Health and Human Services Commission 4405 North Lamar Blvd Bldg. 1, MC-2020 Austin, Texas 78756
Phone:	<b>(512) 406-406-2423</b>
Fax:	<b>(512) 406-406-2695</b>
Email Address:	<b><a href="mailto:lizet.alaniz@hhsc.state.tx.us">lizet.alaniz@hhsc.state.tx.us</a></b>

Applicant must direct all procurement communications relating to this open enrollment to the HHSC Point of Contact named above unless specifically instructed to an alternate Contact by HHSC Procurement and Contracting Services (PCS).

An alternate contact will be provided to Applicants by email upon completion of the initial screening conducted by the PCS Procurement Manager.

### 1.3. Procurement Schedule

All dates are subject to change at HHSC's discretion. Applications must be received by the HHSC Point of Contact identified in subsection 1.2. by the enrollment closing period provided in the Procurement Schedule below. Late applications will be deemed non-responsive and will not be considered.

Procurement Schedule	
Open Enrollment Period Opens	05/27/16
Open Enrollment Period Closes	5:00 PM CST

Procurement Schedule	
	07/12/2016
HUB Vendor Teleconference	9:00 AM CST 06/02/16
HHSC Post Awards to <u>Electronic State Business Daily</u> (ESBD)	As contracts are executed
Anticipated Contract Start Date	7/1/16

## 1.4. Background

- **Overview of the Health and Human Services Commission (HHSC)**

Since 1991, the Texas Health and Human Services Commission (HHSC) has overseen and coordinated the planning and delivery of health and human service programs in Texas. HHSC is established in accordance with Texas Government Code Chapter 531 and is responsible for the oversight of all Texas health and human service agencies (HHS Agencies). HHSC's chief executive officer is Chris Traylor, Executive Commissioner of Health and Human Services.

As a result of the consolidation pursuant to the 78th Texas Legislature, Regular Session (2003), House Bill 2292, some of the contracting and procurement activities for the HHS Agencies have been assigned to the Procurement and Contracting Services (PCS) Division of HHSC. As such, PCS will administer the initial stages of the procurement process, including enrollment announcement and publication, handling of communications from the applicant, as well as managing the receipt and handling of valid applications.

- **Project Overview**

In December 2014, the Sunset Commission issued the recommendation that HHSC consolidate the women's health care programs in order to improve service and efficiency for clients and providers. This included the recommendation to consolidate the existing Texas Women's Health Program (TWHP) at HHSC and the Expanded Primary Health Care (EPHC) Program at DSHS into one program and division at HHSC. On July 1, 2016, HHSC will consolidate the TWHP and EPHC into the Healthy Texas Women (HTW) Program. The HTW Program is comprised of two components, one that is within the scope of this open enrollment and one that is not.

The first component is the HTW Fee-for-Service Program, **which is not within the scope of this open enrollment.** The HTW Fee-for-Service Program is patterned after the current Texas Women's Health Program. As such, any qualified Medicaid provider in Texas, who has completed the TWHP/HTW certification process, may be reimbursed for services in accordance with the "Healthy Texas Women Program Reimbursable Procedure Codes", which are contained in Appendix A for informational purposes only. In the HTW Fee-for-Service Program, client eligibility is determined by HHSC and fee-for-service claims will be processed by the Texas Medicaid Healthcare Partnership.

Services in the HTW Fee-for-Service Program will be preventive health, medical, counseling, and educational services that assist low-income Texan women to manage their fertility and achieve optimal reproductive and general health and include, but are not limited to, the following services: pelvic examinations, contraceptive services (pregnancy prevention and birth spacing), pregnancy testing and counseling, sexually transmitted infection services, breast and cervical cancer screenings and diagnostic services, immunizations, cervical dysplasia treatment, and other preventive services.

The second component of the HTW Program, **which is within the scope of this open enrollment**, is the cost reimbursement component, which is discussed further in Section 2 of this open enrollment. The services provided under the cost reimbursement component of the HTW Program do not include direct client care services provided through the HTW Fee-for-Service Program; however, the services being procured in this open enrollment are directly related, and limited, to the clients served through the HTW Fee-for-Service Program and women that are deemed presumptively eligible for the HTW Fee-for-Service Program.

The women eligible to participate in the HTW Fee-for-Service Program include women who are:

- Age 15 ≤ 44;
- At or below 200% of the Federal Poverty Level (FPL);
- U.S. citizens/legal immigrants; and
- Not Pregnant.

Eligibility determinations are made through the Texas Integrated Eligibility Redesign System (TIERS).

## 1.5. Eligible Applicants

To be eligible to apply for a contract and receive an award through this open enrollment, Applicants must be:

- free to participate in state contracts and not be debarred by the Texas Comptroller of Public Accounts:  
[http://comptroller.texas.gov/procurement/prog/vendor\\_performance/debarred/](http://comptroller.texas.gov/procurement/prog/vendor_performance/debarred/)
- free to participate in federal contracts with the System of Award Management (SAM). Applicant is ineligible to apply for funds under this OE if currently debarred, suspended, or otherwise excluded or ineligible for participation in Federal or State assistance programs. Search the federal excluded list at the following website:  
<https://www.sam.gov/portal/public/SAM;>
- determined to be "Active" by the Texas Comptroller of Public Accounts:  
[http://www.cpa.state.tx.us/taxinfo/coasintr.html;](http://www.cpa.state.tx.us/taxinfo/coasintr.html)
- located in Texas and have a Texas business address; and
- a current Texas Women's Health Program provider or be eligible to provide Texas Women's Health Program services or be an Applicant that:



- a. does not perform or Promote Elective Abortions;
- b. is not an Affiliate of an entity or individual that performs or Promotes Elective Abortions;
- c. meets these requirements throughout the procurement process and throughout the term of the awarded contract; and
- d. is a Medicaid provider in accordance with Title 1, Texas Administrative Code, Part 15, Chapter 352, or must have submitted a Texas Medicaid Provider Enrollment Application.

**NOTE:** To demonstrate eligibility to respond to this open enrollment, Applicant must include the Texas Provider Identifier (TPI) and the National Provider Identifier (NPI) for each clinic site that will provide HTW Program services on Form K-1. If a clinic site does not have a TPI or NPI, the Applicant must provide the date the Texas Medicaid Provider Enrollment Application was submitted on Form K-1. Applicants can learn more about the Texas Medicaid Provider Enrollment process by referring to the TMHP website.

## **1.6. Strategic Elements**

- **Contract Type and Term**

HHSC will award one or more contracts for the HTW cost reimbursement component of the HTW Program. The initial resulting contract term will be July 1, 2016 and will terminate on August 31, 2017. HHSC reserves the option to amend the term of the resulting contract for up to two additional two-year terms, or as necessary to complete the mission of the procurement.

- **Contract Elements**

The term "contract" means the contract awarded as a result of this open enrollment, which includes the signature document and all attachments thereto, HHSC's Uniform Terms and Conditions Version 2.12 (UTCs), the HHSC Special Conditions, this open enrollment, and the successful Applicants' respective proposals. The UTCs are contained in Appendix B and the HHSC Special Conditions are contained in Appendix C. Additionally, a contract resulting from this open enrollment will be subject to HHSC's Data Use Agreement (DUA), which will be incorporated into the contract.

HHSC reserves the right to negotiate additional contract terms and conditions. Applicants are responsible for reviewing the UTCs and HHSC Special Conditions and noting any exceptions on the Applicant Information and Disclosures form.

## **1.7. External Factors**

External factors may affect the project, including budgetary and resource constraints. Any contract resulting from the open enrollment is subject to the availability of state. As of the issuance of this open enrollment, HHSC anticipates that budgeted funds will be available to reasonably fulfill the project requirements. If, however, funds are not available, HHSC

reserves the right to withdraw the open enrollment or terminate the resulting contract without penalty.

## **1.8. Legal and Regulatory Constraints**

### **1.8.1 Delegation of Authority**

State and federal laws generally limit HHSC's ability to delegate certain decisions and functions to a contractor, including but not limited to: (1) policy-making authority; and (2) final decision-making authority on the acceptance or rejection of contracted services.

### **1.8.2 Conflicts of Interest**

A conflict of interest is a set of facts or circumstances in which either an Applicant or anyone acting on its behalf in connection with this procurement has past, present or currently planned personal, professional or financial interests or obligations that, in HHSC's determination, would actually or apparently conflict or interfere with the Applicant's contractual obligations to HHSC. A conflict of interest would include circumstances in which a party's personal, professional or financial interests or obligations may directly or indirectly:

- make it difficult or impossible to fulfill its contractual obligations to HHSC in a manner that is consistent with the best interests of the State of Texas;
- impair, diminish or interfere with that party's ability to render impartial or objective assistance or advice to HHSC; or
- provide the party with an unfair competitive advantage in future HHSC procurements.

Neither the Applicant nor any other person or entity acting on its behalf, including but not limited to subcontractors, employees, agents and representatives, may have a conflict of interest with respect to this procurement. Before submitting a proposal, Applicants should carefully review the UTC's and HHSC Special Conditions for additional information concerning conflicts of interests.

An Applicant must certify that it does not have personal or business interests that present a conflict of interest with respect to the open enrollment and resulting contract (see Required Certifications Form). Additionally, if applicable, the Applicant must disclose all potential conflicts of interest. The Applicant must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence and objectivity will be maintained (see the Respondent Information and Disclosure Form). HHSC will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of the contract. **Failure to identify potential conflicts of interest may result in HHSC's disqualification of a proposal or termination of the contract.**

### **1.8.3 Former Employees of a State Agency**

Applicants must comply with Texas laws and regulations relating to the hiring of former state employees (see e.g., Texas Government Code [§572.054](#)). Such “revolving door” provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees’ official responsibility.

As a result of such laws and regulations, an Applicant must certify that it has complied with all applicable laws and regulations regarding former state employees (see the Required Certifications form). Furthermore, an Applicant must disclose any relevant past state employment of the Applicant’s or its subcontractors’ employees and agents in the Respondent Information and Disclosure form.

### **1.8.4 Interpretive Conventions**

Whenever the terms “shall,” “must,” or “is required” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or requirement is mandatory.

Whenever the terms “can,” “may,” or “should” are used in this open enrollment in conjunction with a specification or performance requirement, the specification or performance requirement is a desirable, but not mandatory, requirement.

## **1.9. HHSC Amendments and Announcements Regarding this Open Enrollment**

HHSC will post all official communication regarding this open enrollment to the Electronic State Business Daily (ESBD). HHSC reserves the right to revise the open enrollment at any time. Any changes, amendments, or clarifications will be made in the form of written responses to Applicant questions, amendments, or addenda issued by HHSC on the ESBD. Applicants should check the website frequently for notice of matters affecting the open enrollment. To access the website, go to the [ESBD search](#) page and enter a search for this procurement.

## **1.10. Amendments and Announcements Regarding this Open Enrollment**

HHSC will post all official communication regarding this open enrollment on the [Electronic State Business Daily](#) (ESBD). HHSC reserves the right to revise the open enrollment at any time and to make unilateral amendments to correct grammar, organization and clerical errors. It is the responsibility of each Applicant to comply with any changes, amendments, or clarifications posted to the [ESBD](#). Applicant must check the [ESBD](#) frequently for changes and notices of matters affecting this open enrollment.

Applicant's failure to periodically check the ESBD will in no way release the Applicant from "addenda or additional information" resulting in additional costs to meet the requirements of the open enrollment.

All questions and comments regarding this open enrollment must be sent to the HHSC Point of Contact identified in subsection 1.2. Questions must reference the appropriate page and section number. HHSC's will post subsequent answers to questions to the ESBD as appropriate. HHSC reserves the right to amend answers prior to the open enrollment closing date.

Applicants should notify HHSC of any ambiguity, conflict, discrepancy, omission or other error in the open enrollment.

### **1.11. Delivery of Notices**

Any notice required or permitted under this announcement by one party to the other party must be in writing and correspond with the contact information noted in subsection 1.2. of this open enrollment. At all times, Applicant will maintain and monitor at least one active email address for the receipt of Application-related communications from HHSC. It is the Applicant's responsibility to monitor this email address for Application-related information.

**The remainder of this page is intentionally left blank.**

## **2. SCOPE OF WORK**

### **2.1. Project Scope**

Activities under contracts resulting from this open enrollment must be directly related to support services that enhance services provided by an Applicant to a client under the HTW Fee-for-Service Program. Support services include, but are not limited to:

- (1) Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- (2) Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- (3) Staff development and training related to HTW Fee-for-Service Program service delivery; and
- (4) Client and community-based educational activities related to the HTW Program.

Applicants must provide the following program components in the provision of its identified support services: (1) Program Administration and Management; (2) Quality Assurance/Quality Improvement; (3) Professional Development; (4) Recruitment; and (5) Long-Acting Reversible Contraception Usage. Applicants must complete the Work Plan required on Form I and describe how it intends to meet each element of the required program components:

**NOTE:** A client will have an HTW identification number.

#### **Program Component 1 - Program Administration and Management**

Applicants must:

- A. Identify the services it proposes to provide;
- B. Identify the Priority Population to be served;
- C. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- D. Include a copy of the Institutional Review Board's approval if the applicant is currently conducting research on individuals who receive services through any HHSC-funded programs; and
- E. Provide an organizational Chart;
- F. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- G. Describe how it will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the entirety of the contract term.

## **Program Component 2 - Quality Assurance/Quality Improvement**

Applicant must:

1. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
2. At a minimum, provide the following information:
  - a. Medical Director's involvement in the QA/QI activities;
  - b. Activities used to identify trends of needed improvement and the frequency of those activities;
  - c. Activities to ensure correction and follow-up to findings identified;
  - d. Use and frequency of client satisfaction surveys;
  - e. System used to identify, report, and monitor adverse outcomes; and
  - f. Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

## **Program Component 3 - Professional Development**

Applicant must:

- A. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- B. Identify staff, including job titles that will attend HHSC required trainings.

**NOTE:** Contractor(s) may attend HHSC-required trainings in person or participate remotely. Trainings may include, but are not limited to, webinars, conference calls, and in person trainings.

## **Program Component 4 – Recruitment**

Applicant must describe how it will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.

## **Program Component 5 - Long-Acting Reversible Contraception (LARC) Usage:**

Applicant must:

- A. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
- B. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- C. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

For each Program Component, Applicant must propose on Form I at least one goal and corresponding objective to achieve the goal(s) including a description of the activities necessary to meet the goal. Additionally, Applicant must:

- a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period.
- b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
- c. Indicate the name or position of the person primarily responsible for ensuring the completion of each activity.
- d. Define the time frame for accomplishing each objective/activity.
- e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

## **2.2. Assessment Narrative**

Applicant must perform an assessment of the community and Priority Population Applicant intends to serve. Applicant must identify the data sources, e.g. Census Data, used in completing this assessment and the date(s) the assessment(s) was conducted.

Applicant must complete the Assessment Narrative contained in Form J and provide a description of the community that will be served by the Applicant's provision of support services in the HTW Program. Applicant's assessment must provide information describing the:

- A. Geographic boundaries of the community (urban or rural, physical environment);
- B. General demographic data (age, gender, ethnicity, etc.);
- C. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.);
- D. General description of community-wide health status (e.g., key morbidity/mortality statistics); and
- E. Priority Population for Applicant's project, including:
  - 1. Geographic service area (See Form B);



NOTE: For a county to be considered a part of a clinic's designated service area: (1) there must be a clinic located in the county; or (2) at least five percent (5%) of the clinic population served in the previous 12-month period must have resided in the county.

2. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
  3. Priority Population health status (including population data related to health indicators, behavioral data, associated risk factors, and community opinion data); and
  4. Current population served (characteristics, population data, numbers of individuals currently served, types and numbers of services provided).
- F. Applicant must identify gaps in resources and potential barriers to improving health status in the community and how Applicant's support services will address these issues.

### **2.3. Clinic Site Readiness**

Applicant must complete a Clinic Site Readiness (Form K) assessment for each clinic site that will provide HTW support services funded through this open enrollment.

The Clinic Site Readiness Assessment must address the following:

- A. Appropriate signage;
- B. Space for clinical and administrative functions;
- C. Secure storage of records and medical supplies;
- D. Disposal of medical waste;
- E. CLIA certification;
- F. Accessibility;
- G. Emergency policies;
- H. Interpreter policies;
- I. Compliance with ADA; and
- J. Financial management systems.

Applicant must also provide the requisite "Clinic Site Information" and "Clinic Hours and Services" information contained on Form K-1 for each clinic that will provide HTW services funded through this open enrollment.

## **2.4. Staff Development Plan**

Applicant must conduct staff development activities to ensure staff has the knowledge, skills and abilities to provide HTW services and meet the required Program Components. Applicant must provide a comprehensive Staff Development Plan (see Form L), that addresses the following:

- A. Identification of personnel responsible for coordinating staff development activities including job titles and qualifications for each person identified;
- B. Identification of specific training for eligibility and billing staff;
- C. A description of how training needs assessments are conducted and how staff training activities are tied to quality management review findings; and
- D. A description of procedures and documentation for staff annual performance review. Applicant must specify how the staff development plan incorporates review outcomes to further develop knowledge, skills, and abilities to provide HTW services.

Applicant must also develop a "Staff Development Training Calendar" in accordance with the following requirements (see Form L-1 ):

- A. Training twice a year on current LARC practice guidelines. However, if specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from this training requirement for that specific LARC method;
- B. At least one training for frontline staff on HTW Program objectives, program eligibility, and HTW services to ensure clear communication to clients and presumptively eligible clients on Women's Health Services and Family Planning Services offered through the HTW Program; and
- C. Training twice a year to staff on HTW eligibility screening and HTW Program application procedures.

## **2.5. Community Education/Program Promotion Plan**

Applicant must develop and implement an annual plan (Form M) to provide community education and program promotion to:

- A. Inform the public of its purpose and services;
- B. Enhance community understanding of its objectives;
- C. Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- D. Enlist community support; and
- E. Recruit potential clients for the HTW Program.

The plan must be based on an assessment of the needs of the community required in subsection 2.2, above.

The Community Education/Program Promotion Plan must be comprehensive and it must describe each of the following topics:

1. Applicant's HTW Program promotion/education/Outreach plan for the contract period; and
2. Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in its service area. Applicant must include a description of the Outreach plan detailing media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must provide a calendar of its community education/HTW Program promotion for the contract period. The calendar must include information regarding topics, presentation-dates, locations, and presenters.

## **2.6. Reporting Requirements**

Contractors must adhere to the following reporting requirements to ensure contract obligations have been met. The reports will assist HHSC with tracking progress towards objectives; evaluating and validating performance; ensuring adherence to policy; and ensuring availability and access to services.

HHSC may review, approve, or require modifications to the reporting requirements at its discretion. The agreed upon format will be determined prior to submission of the required report. Contractors will be provided with reporting templates post-award.

Applicant must develop goals and objectives as required in Form I, "Work Plan." Selected contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis.

Program Component	Reporting Period	Reporting Due Date
1. Program Administration and Management Update	Annually	On or before September 30, 2017.
2. Quality Assurance/Quality Improvement	Annually	On or before September 30, 2017.
3. Professional Development	Annually	On or before September 30, 2017.
4. Recruitment	Annually	On or before September 30, 2017.
5. Long-Acting Reversible Contraception (LARC) Usage	Annually	On or before September 30, 2017.

Contractors will be required to report on Staff Development activities included in the Staff Development calendar on an annual basis. The information contained in these reports must,

at a minimum, include: topic, presenter (including credentials if applicable), dates, location, and the number of attendees.

Staff Development	Reporting Period	Reporting Due Date
Description of Staff Development Activities.	Annually	On or before September 30, 2017

Contractors will be required to report on community education and program promotion activities by providing a Community Education/Program Promotion calendar in accordance with requirements set forth in Form M, "Community Education/Program Promotion Plan. Selected contractors are required to report on activities included in their Community Education/HTW Program Promotion calendar on an annual basis. The information contained in these reports must, at a minimum, include: topics, presenter (including credentials if applicable), dates, location, and the number of attendees.

Community Education/Program Promotion	Reporting Period	Reporting Due Date
Description of Community Education/Program Promotion Activities.	Annually	On or before September 30, 2017

## **2.7. Budget Requirements and Monthly Cost Reimbursement Process**

### **A. Projected Budget Requirements:**

In accordance with the requirements contained in Forms F, F-1 through F-7, Applicant must develop a categorical budget, where costs may be allocated to any of the following categories the Applicant identifies during its budget development process:

1. Personnel
2. Fringe Benefits
3. Travel
4. Equipment
5. Supplies
6. Contractual
7. Other
8. Indirect Costs

**NOTE:** Indirect costs are costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses, such as salaries and expenses of executive officers; personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.

The Applicant must base the budget and funding request on the Scope of Work.

Applicant must separately identify value-added benefits, cost-savings and cost-avoidance methods and measures, and the effect of such methods on the budget, requested funding, and Scope of Work.

#### B. Monthly Cost Reimbursement Process

HTW contractors will seek reimbursement for project costs by submitting monthly vouchers for expenses outlined in a categorical budget approved by HHSC as required for the cost reimbursement portion of the HTW Program.

HTW funds will be disbursed to contractors through a voucher system as expenses are incurred during the contract term.

Reimbursement must be requested by using a purchase voucher and providing supporting documentation. Vouchers and supporting documentation must be submitted monthly, within 30 days following the end of the month in which the costs were incurred.

Program income from the HTW Fee-for-Service Program claims payment must be expended before HTW cost reimbursement funds are requested through the voucher process. Contractors will be required to submit monthly vouchers even if program income equals or exceeds program expenses. When program expenses exceed program income, the monthly voucher will result in a payment up to the not-to-exceed amount of the contract.

### 2.8. Funding Request and Clients Served

On (Form H), an Applicant must estimate the projected amount of cost reimbursement funding needed, which must be based on the total cost of providing support services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service Program clients. Applicant must estimate the number of Unduplicated Clients that will be served during the term of the contract.

**NOTE:** Contractors who, at the time of contract commencement, are not yet enrolled as Texas Medicaid Providers for the HTW Program will be allowed to provide support services for clients and women deemed presumptively eligible for participation in the HTW Program. The services may only be provided in clinics that are assessed to be ready on Form K. All direct clinical services provided that qualify for payment under the HTW Fee-for-Service Program must, upon enrollment as a Texas Medicaid Provider, be charged to the HTW Fee-for-Service portion of the HTW Program prior to a contractor seeking reimbursement under the contract resulting from this procurement. In the event those services are not paid under the HTW Fee-for-Service portion of the HTW Program, a contractor may then submit those costs for reimbursement under the contract resulting from this procurement.

## **2.9. Service Delivery Area(s)**

The geographic area to be served is statewide consisting of HHSC's Regions 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and 11.

## **2.10. Goals and Performance Measures**

Applicant must develop goals and objectives as required in Form I, "Work Plan." Contractors will be required to report on whether they attained the goals and objectives they identified on Form I on an annual basis (See subsection 2.6. of this open enrollment).

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### 3. HISTORICAL UTILIZATION

#### 3.1. Historical Utilization

- The table below is an estimate of the number of women at or below 200% of the Federal Poverty Level (FPL). It provides a rough estimate of the need for services statewide. For county level data, see Appendix E.

Region	Women Eligible for Family Planning Services	
	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

#### 3.2. Method of Allocation

Total funding available under this solicitation is \$18,000,000.

Funding award decisions will be based on available funds, a regional assessment of women at or below 200 percent of the Federal Poverty Level (FPL), Applicant readiness, and proposed number of Clients to be served by the Applicant. HHSC will give Applicants that provide services in the identified underserved counties, priority in funding determinations. The underserved counties include: Bell, Cameron, Comal, Hays, Hidalgo, Hill, Lubbock, McLennan, Potter, Randall, Starr, Travis, Webb, Williamson, and Zapata.

Region	HTW Funding
Texas, all Regions	\$18,000,000
Region 1	\$598,665
Region 2	\$3,60,963
Region 3	\$4,426,189
Region 4	\$764,775
Region 5	\$530,255
Region 6	\$4,169,157



Region 7	\$1,964,974
Region 8	\$1,875,695
Region 9	\$370,578
Region 10	\$784,901
Region 11	\$2,153,847

**NOTE:** During the term of the contract(s) awarded as a result of this open enrollment, HHSC reserves the right to distribute or redistribute funds in any manner HHSC deems necessary.

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## **4. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)**

It is the policy of the Health and Human Services' (HHS) HUB Program Office to include the HUB Subcontracting Plan (HSP), when subcontracting opportunities are probable and a contract has an expected value of \$100,000 or more over and the HSP is applicable for the life of the contract including any subsequent amendments and renewals related to the original HSP.

In addition to, and in accordance with, Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, Rule §20.14, when the contractor is selected and decides to subcontract any part of the contract after the award, as a provision of the contract, the contractor must comply with the HSP provisions relating to developing and submitting a revised HSP before any modifications or performance in the awarded contract involving subcontracting can be authorized by the state agency.

HHSC has determined that subcontracting opportunities are probable for this Application. As a result, the Applicant must submit an HSP with its Application. The HSP is required whether an Applicant intends to subcontract or not.

In accordance with Texas Government Code §2161.252, an Application that does not contain a HUB Subcontracting Plan (HSP) is non-responsive and will be rejected without further review. In addition, **if HHSC determines that the HSP was not developed in good faith, it will reject the Application for failing to comply with material Application specifications.**

### **4.1. Introduction**

**The sole point of contact for HUB inquires:**

**Texas Health and Human Services Commission  
John Wesley Smith, HUB Coordinator  
Phone: (512) 406-2536  
E-mail: [John.Wesley.Smith@hhsc.state.tx.us](mailto:John.Wesley.Smith@hhsc.state.tx.us)**

HHSC is committed to promoting full and equal business opportunities for businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. HHSC encourages the use of Historically Underutilized Businesses (HUBs) through race, ethnic and gender-neutral means. HHSC has adopted administrative rules relating to HUBs and a Policy on the Utilization of HUBs which is located on HHSC's website. Pursuant to Texas Government Code §2161.181 and §2161.182 and HHSC's HUB policy and rules, HHSC is required to make a good faith effort to increase HUB participation in its contracts. HHSC may accomplish the goal of increased HUB participation by contracting directly with HUBs or indirectly through subcontracting opportunities.

## 4.2. HHSC's Administrative Rules

HHSC has adopted the Comptroller of Public Accounts' (CPA) HUB rules as its own. HHSC's rules are located in the Texas Administrative Code Title 1, Part 15, Chapter 391, Subchapter G and the CPA rules are located in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B. If there are any discrepancies between HHSC's administrative rules and this open enrollment, the rules shall take priority.

## 4.3. Statewide Annual HUB Utilization Goal

The CPA has established **statewide annual HUB utilization goals** for different categories of contracts in Texas Administrative Code Title 34, Part 1, Chapter 20, Subchapter B, §20.13 of the HUB rules. In order to meet or exceed the **statewide annual HUB utilization goals**, HHSC encourages Outreach to certified HUBs. Contractors shall make a good faith effort to include certified HUBs in the procurement process. This procurement is classified as an **All Other Services** procurement under the CPA rule and therefore has a **statewide annual HUB utilization goal** of **26.0%** per fiscal year.

## 4.4. Required HUB Subcontracting Plan

In the HSP, an Applicant must indicate whether it is a Texas certified HUB. Being a certified HUB does not exempt an Applicant from completing the HSP requirement.

HHSC shall review the documentation submitted by the Applicant to determine if a good faith effort has been made in accordance with open enrollment and HSP requirements. During the good faith effort determination, HHSC may, at its discretion, allow revisions necessary to clarify and enhance information submitted in the original HSP.

If HHSC determines that the Applicant's HSP was not developed in good faith, the HSP will be considered non-responsive and will be rejected as a material failure to comply with advertised specifications. The reasons for rejection shall be recorded in the procurement file.

## 4.5. CPA Centralized Master Bidders List

Applicants may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at <http://www2.cpa.state.tx.us/cmbll/cmbllhub.html>. For this procurement, HHSC has identified the following class and item codes for potential subcontracting opportunities:

National Institute of Governmental Purchasing (NGIP) Class/Item Code(s):

- **924-16: Laboratory Testing Services**
- **918-88: Quality Assurance Services**
- **948-47: Care Center Services, Health**
- **948-48: Drug Monitoring Services, International; Ethics & Code of conduct, Medical, Euthanasia; Faith Healers**
- **948-55: Laboratory Services; Non-Physician**
- **948-74: Physician Professional Services**

- **952-62: Mental Health Services**
- **952-88: Teen Pregnancy Services**
- **952-42: Family Planning**

Applicants are not required to use, nor are they limited to using, the class and item codes identified above, and may identify other areas for subcontracting. However, the NIGP class/item codes are preferred with all Applications.

HHSC does not endorse, recommend nor attest to the capabilities of any company or individual listed on the CPA's CMBL. The list of certified HUBs is subject to change, so Applicants are encouraged to refer to the CMBL often to find the most current listing of HUBs.

#### **4.6. HUB Subcontracting Procedures – If an Applicant Intends to Subcontract**

An HSP must demonstrate that the Applicant made a good faith effort to comply with HHSC's HUB policies and procedures. The following subparts outline the items that HHSC will review in determining whether an HSP meets the good faith effort standard. An Applicant that intends to subcontract must complete the HSP to document its good faith efforts.

- Identify Subcontracting Areas and Divide Them into Reasonable Lots

An Applicant should first identify each area of the contract work it intends to subcontract. Then, to maximize HUB participation, it should divide the contract work into reasonable lots or portions, to the extent consistent with prudent industry practices.

- Notify Potential HUB Subcontractors

The HSP must demonstrate that the Applicant made a good faith effort to subcontract with HUBs. The Applicant's good faith efforts shall be shown through utilization of all methods in conformance with the development and submission of the HSP and by complying with the following steps:

Divide the contract work into reasonable lots or portions to the extent consistent with prudent industry practices. The Applicant must determine which portions of work, including goods and services, will be subcontracted.

Select the appropriate method(s) to demonstrate good faith effort. The Applicant can use either method(s) 1, 2, 3, 4 or 5:

##### **A. Method 1: Applicant Intends to Subcontract with only HUBs:**

The Applicant must identify in the HSP the HUBs that will be utilized and submit written documentation that confirms 100% of all available subcontracting opportunities will be performed by one or more HUBs; or

**B. Method 2: Applicant Intends to Subcontract with HUB Protégé(s):**

The Applicant must identify in the HSP the HUB Protégé(s) that will be utilized and should:

- Include a fully executed copy of the Mentor Protégé Agreement, which must be registered with the CPA prior to submission to HHSC; and
- Identify areas of the HSP that will be performed by the Protégé.

HHSC will accept a Mentor Protégé Agreement that has been entered into by an Applicant (Mentor) and a certified HUB (Protégé) in accordance with Texas Government Code §2161.065. When an Applicant intends to subcontract with a Protégé(s), it does not need to provide notice to three (3) HUB vendors for that subcontracted area.

Participation in the Mentor Protégé Program, along with the submission of a Protégé as a subcontractor in an HSP, constitutes a good faith effort for the particular area subcontracted to the protégé; or

**C. Method 3: Applicant Intends to Subcontract with HUBs and Non-HUBs (Meet or Exceed the Goal):**

The Applicant must identify in the HSP and submit written documentation that one or more HUB subcontractors will be utilized and that the aggregate expected percentage of subcontracts with HUBs will meet or exceed the goal specified in this open enrollment. When utilizing this method, only HUB subcontractors that have existing contracts with the Applicant for five years or less may be used to comply with the good faith effort requirements.

When the aggregate expected percentage of subcontracts with HUBs meets or exceeds the goal specified in this open enrollment, Applicants may also use non-HUB subcontractors; or

**D. Method 4: Applicant Intends to Subcontract with HUBs and Non-HUBs (Does Not Meet or Exceed the Goal):**

The Applicant must identify in the HSP and submit documentation regarding both of the following requirements:

Written notification to trade organizations and/or development centers to assist in identifying potential HUBs of the subcontracting opportunities the Applicant intends to subcontract. Applicants must give trade organizations and/or development centers at least seven (7) working days prior to submission of the Applicant's Application for dissemination of the subcontracting opportunities to their members. A list of trade organizations and/or development centers is located on CPA's website under the Minority and Women Organization Links.

- Written notification to at least three (3) HUB businesses of the subcontracting opportunities that the Applicant intends to subcontract. The written notice must be sent to potential HUB subcontractors prior to submitting Applications and must include:

- a description of the scope of work to be subcontracted;
  - information regarding the location to review project plans or specifications;
  - information about bonding and insurance requirements;
  - required qualifications and other contract requirements; and
  - a description of how the subcontractor can contact the Applicant.
- Applicants must give potential HUB subcontractors a reasonable amount of time to respond to the notice, at least seven (7) working days prior to submission of the Applicant's Application unless circumstances require a different time period, which is determined by the agency and documented in the contract file.
- Applicants must also use the CMBL, the HUB Directory, and Internet resources when searching for HUB subcontractors. Applicants may rely on the services of contractor groups, local, state and federal business assistance offices, and other organizations that provide assistance in identifying qualified applicants for the HUB program.
- Written Justification of the Selection Process

HHSC will make a determination if a good faith effort was made by the Applicant in the development of the required HSP. One or more of the methods identified in the previous sections may be applicable to the Applicant's good faith efforts in developing and submission of the HSP. HHSC may require the Applicant to submit additional documentation explaining how the Applicant made a good faith effort in accordance with the open enrollment.

An Applicant must provide written justification of its selection process if it chooses a non-HUB subcontractor. The justification should demonstrate that the Applicant negotiated in good faith with qualified HUB bidders and did not reject qualified HUBs who were the best value applicant.

#### **4.7. Method 5: Applicant Does Not Intend to Subcontract**

When the Applicant plans to complete all contract requirements with its own equipment, supplies, materials and/or employees, it is still required to complete an HSP.

The Applicant must complete the "Self-Performance Justification" portion of the HSP, and attest that it does not intend to subcontract for any goods or services, including the class and item codes identified in Section 4.5. In addition, the Applicant must identify the sections of the Application that describe how it will complete the Scope of Work using its own resources or provide a statement explaining how it will complete the Scope of Work using its own resources. The Applicant must agree to comply with the following if requested by HHSC:

- provide evidence of sufficient Applicant staffing to meet the Application requirements;
- provide monthly payroll records showing the Applicant staff fully dedicated to the contract;
- allow HHSC to conduct an on-site review of company headquarters or work site where services are to be performed; and
- provide documentation proving employment of qualified personnel holding the necessary licenses and certificates required to perform the Scope of Work.

#### **4.8. Post-award HSP Requirements**

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful Applicant(s).

After contract award, HHSC will coordinate a post-award meeting with the successful Applicant to discuss HSP reporting requirements. The contractor must maintain business records documenting compliance with the HSP and must submit monthly subcontract reports to HHSC by completing the HUB HSP Prime Contractor Progress Assessment. This monthly report is required as a condition for payment to report to the agency the identity and the amount paid to all subcontractors.

As a condition of award, the Contractor is required to send notification to all selected subcontractors as identified in the accepted/approved HSP. In addition, a copy of the notification must be provided to the agency's Contract Manager and/or HUB Program Office within 10 days of the contract award.

During the term of the contract, if the parties in the contract amend the contract to include a change to the scope of work or add additional funding, HHSC will evaluate to determine the probability of additional subcontracting opportunities. When applicable, the Contractor must submit an HSP change request for HHSC review. The requirements for an HSP change request will be covered in the post-award meeting.

When making a change to an HSP, the Contractor will obtain prior written approval from HHSC before making any changes to the HSP. Proposed changes must comply with the HUB Program good faith effort requirements relating to the development and submission of a HSP.

If the Contractor decides to subcontract any part of the contract after the award, it must follow the good faith effort procedures outlined in Section 4 of this open enrollment (e.g., divide work into reasonable lots, notify at least three (3) vendors per subcontracted area, provide written justification of the selection process, and/or participate in the Mentor Protégé Program).

For this reason, HHSC encourages Applicants to identify, as part of their HSP, multiple subcontractors who are able to perform the work in each area the Applicant plans to subcontract. Selecting additional subcontractors may help the selected contractor make changes to its original HSP, when needed, and will allow HHSC to approve any necessary changes expeditiously.

Failure to meet the HSP and post-award requirements will constitute a breach of contract and will be subject to remedial actions. HHSC may also report noncompliance to the CPA in accordance with the provisions of the Vendor Performance and Debarment Program.



## **5. INFORMATION AND SUBMISSION INSTRUCTIONS**

### **5.1. HUB Vendor Teleconference**

HHSC will hold a HUB vendor teleconference call on **June 2, 2016 at 9:00 A.M. (CST)** to **discuss HUB requirements and to review the HUB PowerPoint presentation posted as Package 2 on the Electronic State Business Daily (ESBD) and embedded below.** Please make a copy of the PowerPoint presentation for the teleconference call.

Teleconference information: **1-877-226-9790**, access code: **8802578#**. Vendor conference attendance is strongly recommended, but is not required.



HUB Vendor  
Conference PowerPi

### **5.2. Multiple Applications**

An Applicant may only submit one Application as a prime contractor. If an Applicant submits more than one Application, HHSC may reject one or more of the submissions. This requirement does not limit a subcontractor's ability to collaborate with one or more Applicants submitting Applications.

### **5.3. Use of Subcontractors**

Subcontractors providing services under the contract shall meet the same requirements and level of experience as required of the Applicant. No subcontract under the contract shall relieve the Applicant of the responsibility for ensuring the requested services are provided. Applicants planning to subcontract all or a portion of the work to be performed shall identify the proposed subcontractors.

### **5.4. Open Enrollment Cancellation/Partial Award/Non-Award**

At its sole discretion, HHSC may cancel this open enrollment, make partial award, or no awards.

### **5.5. Right to Reject Applications or Portions of Applications**

At its sole discretion, HHSC may reject any and all Applications or portions thereof.

### **5.6. Joint Applications**

HHSC will not consider joint or collaborative Applications that require it to contract with more than one Applicant in a single contract.

## **5.7. Withdrawal of Applications**

Applicants have the right to withdraw their Application from consideration at any time prior to contract award, by submitting a written request for withdrawal to the HHSC Point of Contact, as designated in subsection 1.2.

## **5.8. Costs Incurred**

Applicants understand that issuance of this open enrollment in no way constitutes a commitment by the HHS agency to award a contract or to pay any costs incurred by an Applicant in the preparation of an Application in response to this open enrollment. The HHS agency is not liable for any costs incurred by an Applicant prior to issuance of, or entering into a formal agreement, contract, or purchase order. Costs of developing applications, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by an Applicant are entirely the responsibility of the Applicant, and will not be reimbursed in any manner by the State of Texas.

## **5.9. Instructions for Submitting Applications**

Applicant should submit the following:

Submit one (1) original and four (4) copies of the Application. An authorized representative must sign the original in ink. In addition, one (1) electronic copy of the entire Application on a USB flash drive compatible with Microsoft Office 2013. USB flash drives must contain all sections of the open enrollment along with the other required documents. The USB drives must be organized with files that correspond to Applicant's Original bound Application. USB should contain copies of all signature documents. The electronic copy must be organized with a file format that corresponds with *Section 5.7, Format and Content*, of the open enrollment. HHSC will not accept PDF format, telephone, or facsimile Applications. Any disparities between the contents of the original printed Application and the electronic Application will be interpreted in favor of HHSC.

### **Submission**

Applicant must submit all copies of the Application to HHSC PCS Division no later than **5:00 PM (CST) on July 12, 2016**. All submissions will be date and time stamped when received by PCS. The clock in the PCS office is the official timepiece for determining compliance with the deadlines in this procurement. HHSC reserves the right to reject late submissions. It is the Applicant's responsibility to appropriately mark and deliver the Application to HHSC by the specified date.

### **Physical Address for hand delivery and overnight and commercial mail:**

Health and Human Services Commission  
Attn: Response Coordinator  
Procurement and Contracting Services Building  
1100 W. 49<sup>th</sup> St.  
Mail Code: 2020  
Austin, Texas 78756

All Applications become the property of HHSC after submission.

All Applications must be:

- A. clearly legible
- B. sequentially page-numbered and include the Applicant's name at the top of each page;
- C. organized in the sequence outlined in Section 3.8;
- D. bound in a notebook or cover;
- E. Correctly identified with the open enrollment number and submittal deadline;
- F. responsive to all Application requirements;
- G. Typed on 8 ½" by 11" paper;
- H. In Arial or Times New Roman font, size 12 for normal text, no less than size 10 for tables, graphs and appendices; and

**NOTE:** Applications may not include materials or pamphlets not specifically requested in this open enrollment.

## **5.10. Format and Content of Electronic or Paper Submission of Application**

The Application should include the Applicant's Business Plan, which contains the following sections:

Section 1 – Executive Summary

Section 2 – Completed Forms A - M-1:

- Form A: Application Table of Contents and Checklist
- Form B: Texas Counties and Regions List Served By Project
- Form C: Contact Person Information
- Form D: DELETED
- Form E: DELETED
- Form F: Budget Summary & Details
- Form G: Applicant Background
- Form H: Funding Request and Performance Measures
- Form I: Work Plan
- Form J: Assessment Narrative
- Form K: Healthy Texas Women Clinic Site Readiness
- Form K-1: Healthy Texas Women Clinic Sites
- Form L: Staff Development Plan
- Form L-1: Staff Development Training Calendar
- Form M: Community Education/Program Promotion Plan
- Form M-1: Community Education/Program Promotion Calendar

### **5.10.1 Section 1 -- Executive Summary**

In this section, condense and highlight the content of the Business Plan to provide HHSC with a broad understanding of the Applicant's approach to meeting the open enrollment's business requirements. The summary must demonstrate an understanding of HHSC's goals and objectives for this procurement.

#### **A. Financial Capacity**

Applicants are not required to submit evidence of financial capacity with their Applications. HHSC reserves the right to request such information at a later date.

#### **B. Corporate Guarantee**

If the Applicant is substantially or wholly owned by another corporate (or other) entity, HHSC reserves the right to request that such entity unconditionally guarantee performance by the Applicant in each and every term, covenant, and condition of the contract as executed by the parties.

#### **C. Bonding**

HHSC reserves the right to require the Applicant to procure one or more performance, fidelity, payment or other bond, if during the term of the contract; HHSC in its sole discretion determines that there is a business need for such requirement.

### **5.10.2 Section 2 - Completed Forms A - M-1**

Applicants that meet the Initial Compliance Screening requirements must provide the requested information for each form required in this section as it pertains to the support services and program components for the HTW Program being procured in this open enrollment prior to receiving a contract.

### **5.10.3 Section 3 - HUB Subcontracting Plan**

Submit one (1) copy of the HUB Subcontracting Plan (HSP), in accordance with the open enrollment, in a separate sealed envelope, with the Application, labeled: HUB Subcontracting Plan (HSP), and include all supporting documentation in accordance with the HSP.

**NOTE: Each individual document requested must be collated; in sequential order; labeled; and submitted as delineated above.**

### **5.10.4. Section 4 - Certifications and Other Required Forms**

Applicants must complete and sign the forms listed below prior to receiving a contract resulting from this open enrollment:

- Child Support Certification;

- Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;
- Required Certifications;
- Federal Lobbying Certification;
- Anti-Trust Certification;
- Respondent Information and Disclosures; and
- Information Security and Privacy Initial Inquiry (SPI)  
[http://www.hhsc.state.tx.us/about\\_hhsc/BusOpp/HHS\\_SPI.pdf](http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf)

The required forms are also located on HHSC's website, under the HHSC Business Opportunities Webpage. The SPI can be found at:  
[http://www.hhsc.state.tx.us/about\\_hhsc/BusOpp/HHS\\_SPI.pdf](http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf). HHSC encourages Applicants to carefully review all of these forms and submit questions regarding their completion prior to the deadline for submitting.

**The remainder of this page is intentionally left blank.**

## **6. ELIGIBILITY DETERMINATION**

### **6.1. Initial Compliance Screening**

HHSC will perform an initial screening of all Applications received.

If the Application passes the initial screening, the Applicant will be contacted for further instructions or actions.

### **6.2. Unresponsive Applications**

Unless Applicant has taken action to withdraw the Application for this open enrollment, an Application will be considered unresponsive and will not be considered further when any of the following conditions occurs:

6.2.1 The Applicant fails to meet major open enrollment specifications, including:

- A. The Applicant fails to submit the required Application by the closing of the open enrollment period provided in subsection 1.3. of this open enrollment.
- B. The Applicant is not eligible under subsection 1.5. of this open enrollment.

6.2.2 The Application is not signed.

### **6.3. Corrections to Application**

Applicants have the right to amend their Application at any time prior to an unresponsive decision or contract award decision by submitting a written amendment to the HHSC Point of Contact, as designated in subsection 1.2. HHSC may request modifications to the Application at any time.

### **6.4. Additional Information**

By submitting an Application, the Applicant grants HHSC the right to obtain information from any lawful source regarding the Applicant's, its directors', officers', and employees:

- Past business history, practices, and conduct;
- Ability to supply the goods and services; and
- Ability to comply with contract requirements.

By submitting an Application, an Applicant generally releases from liability and waives all claims against any party providing HHSC information about the Applicant. HHSC may take such information into consideration in screening or the validation of information on Applications or supporting documentation.

## 7. GLOSSARY AND ACRONYMS

TERM	DEFINITION
Affiliate	An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates a common ownership, management, control, franchise, or the granting or extension of a license or other agreement that authorizes the entity to use the other entity's brand name, trademark, service mark, or other registered identification mark.
Applicant	Any individual or entity that submits an application for enrollment pursuant to this open enrollment.
Application	An Application submitted by an Applicant in response to this open enrollment.
Department of State Health Services (DSHS)	The agency responsible for administering physical and mental health-related prevention, treatment, and regulatory programs for the State of Texas.
Elective Abortion	The intentional termination of a pregnancy by an attending physician who knows that the female is pregnant, using any means that is reasonably likely to cause the death of the fetus. The term does not include the use of any such means to terminate a pregnancy that resulted from an act of rape or incest; in a case in which a female suffers from a physical disorder, physical disability, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy, that would, as certified by a physician, place the female in danger of death or risk of substantial impairment of a major bodily function unless an abortion is performed; or in a case in which a fetus has a life-threatening physical condition that, in reasonable medical judgment, regardless of the provision of life-saving treatment, is incompatible with life outside the womb.
Expanded Primary Health Care program (EPHC)	A state-funded health care program that provides primary, preventive, and screening services to women age 18 and older, who are at or below 200 percent of the Federal Poverty Level and are unable to access the same care through other programs.

<b>TERM</b>	<b>DEFINITION</b>
Federal Poverty Level (FPL)	The set minimum amount of income that a family needs for food, clothing, transportation, shelter, and other necessities. In the United States, this level is determined by the Department of Health and Human Services. FPL varies according to household size. The number is adjusted for inflation and reported annually in the form of poverty guidelines.
Family Planning Services	Educational or comprehensive medical activities that enable individuals to determine freely the number and spacing of their children and to select the means by which this may be achieved. These services include contraceptive services, pregnancy testing and counseling, health screenings, preconception health screenings for obesity, smoking, and mental health, and sexually transmitted infection services and screenings.
Indirect Costs	Costs incurred for a common or joint purpose benefiting more than one project or cost objective of Applicant's organization and not readily identified with a particular project or cost objective. Typical examples of Indirect Costs may include general administration and general expenses such as salaries and expenses of executive officers, personnel administration and accounting; depreciation or use allowances on buildings and equipment; and costs of operating and maintaining facilities.
Health Service Region (HSR)	Counties grouped within specified geographic areas for administrative purposes.
Healthy Texas Women Program (HTW Program)	A state-funded program administered by HHSC to provide eligible Uninsured women with Women's Health Services and Family Planning Services.
Healthy Texas Women Fee-for-Service (HTW Fee-for-Service Program)	Women's Health Services and Family Planning Services provided through the HTW Program on a fee-for-service basis through the TMHP system.
In-reach	Activities that are conducted with the purpose of informing and educating women already served by an Applicant's organization about services they are not receiving, but may be eligible to receive in the HTW Program.
Medicaid	Title XIX of the Social Security Act; reimburses for health care services delivered to low-income individuals who meet eligibility guidelines.



<b>TERM</b>	<b>DEFINITION</b>
Outreach	Activities that are conducted with the purpose of informing and educating the community about available HTW Program services and increasing the number of clients served through the HTW Program.
Priority Population	The target population to be served through the HTW Program.
Promote	Advancing, advocating, or popularizing Elective Abortions.
State Fiscal Year	The twelve-month period beginning September 1st and ending August 31st.
Texas Medicaid & Healthcare Partnership (TMHP)	The Texas Medicaid Claims and Primary Care Case Management (PCCM) Administrator.
Texas Women's Health Program (TWHP)	TWHP is the current state-funded program administered by HHSC to provide eligible Uninsured women with women's health and Family Planning Services that is being replaced with the HTW Program.
Unduplicated Client	An HTW Fee-for-Service Program client who is counted only one time during a State Fiscal Year, regardless of the number of visits, encounters, or services they receive in the HTW Program (e.g., one client seen four times during the State Fiscal Year is counted as one Unduplicated Client).
Uninsured	Not having medical insurance or not enrolled in a medical assistance program, such as Medicaid.
Women's Health Services	Preventative health services that are beneficial to a woman's reproductive health including, but not limited to, vaccines and immunizations, breast cancer screening, cervical cancer screening and treatment, and gynecological services including cancer screening or repair of abnormalities.

<b>PROGRAMMATIC ACRONYMS</b>	
EPHC	Expanded Primary Health Care
FFS	Fee for Service
FPL	Federal Poverty Level
HSR	Health Service Region
HTW	Healthy Texas Women
PCCM	Primary Care Case Management
QA	Quality Assurance
QI	Quality Improvement
TMHP	Texas Medicaid & Healthcare Partnership
TWHP	Texas Women's Health Program

**The remainder of this page is intentionally left blank.**

# **PROGRAM FORMS**

## FORM A: APPLICATION TABLE OF CONTENTS AND CHECKLIST

Legal Business Name  
of Applicant: \_\_\_\_\_

This form is provided as your Table of Contents and to ensure the Application is complete, proper signatures are included, and the required certifications, and attachments have been submitted. Document the page number where indicated on the checklist if Applicant is submitting a paper copy of the Application.

PROGRAM FORMS	DESCRIPTION	Included	Page #
<b>A</b>	Application Table and Contents and Checklist	<input type="checkbox"/>	
<b>B</b>	Texas Counties and Regions List Served by Project	<input type="checkbox"/>	
<b>C</b>	Contact Person Information	<input type="checkbox"/>	
<b>D</b>	DELETED	<input type="checkbox"/>	
<b>E</b>	DELETED	<input type="checkbox"/>	
<b>F</b>	Budget Summary and Details	<input type="checkbox"/>	
<b>G</b>	Applicant Background	<input type="checkbox"/>	
<b>H</b>	Funding Request and Performance Measures	<input type="checkbox"/>	
<b>I</b>	Work Plan	<input type="checkbox"/>	
<b>J</b>	Assessment Narrative	<input type="checkbox"/>	
<b>K</b>	Healthy Texas Women Clinic Site Readiness	<input type="checkbox"/>	
<b>K-1</b>	Healthy Texas Women Clinic Sites	<input type="checkbox"/>	
	*Include submission date for Medicaid application if Applicant is in the process of enrolling in Medicaid	<input type="checkbox"/>	
<b>L</b>	Staff Development Plan	<input type="checkbox"/>	
<b>L-1</b>	Staff Development Training Calendar	<input type="checkbox"/>	
<b>M</b>	Community Education/Program Promotion Plan	<input type="checkbox"/>	
<b>M-1</b>	Community Education/Program Promotion Calendar"	<input type="checkbox"/>	
	Contracting Forms: <u>HHSC Business Opportunities Webpage</u> <ul style="list-style-type: none"> <li>• <u>Child Support Certification;</u></li> <li>• <u>Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts;</u></li> <li>• <u>Required Certifications;</u></li> <li>• <u>Federal Lobbying Certification;</u></li> <li>• <u>Anti-Trust Certification;</u></li> <li>• <u>Respondent Information and Disclosures; and</u></li> <li>• <u>Information Security and Privacy Initial Inquiry (SPI)</u></li> </ul> <u><a href="http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf">http://www.hhsc.state.tx.us/about_hhsc/BusOpp/HHS_SPI.pdf</a></u>	<input type="checkbox"/>	

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REQUIRED FORM	DESCRIPTION	Included	Page #
1	HUB Subcontracting Plan (HSP) HUB Subcontracting Plan (HSP)	<input type="checkbox"/>	

## FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT

Applicant must identify the counties in which it intends to provide the services required under this open enrollment by placing a check-mark or an X in the respective county(ies) box(es).

Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R	Counties	<input type="checkbox"/>	R
<b>-A-</b>			Crosby	<input type="checkbox"/>	01	Hays	<input type="checkbox"/>	07	Martin	<input type="checkbox"/>	09	Schleicher	<input type="checkbox"/>	09
Anderson	<input type="checkbox"/>	04	Culberson	<input type="checkbox"/>	10	Hemphill	<input type="checkbox"/>	01	Mason	<input type="checkbox"/>	09	Scurry	<input type="checkbox"/>	02
Andrews	<input type="checkbox"/>	09	<b>-D-</b>			Henderson	<input type="checkbox"/>	04	Matagorda	<input type="checkbox"/>	06	Shackelford	<input type="checkbox"/>	02
Angelina	<input type="checkbox"/>	05	Dallam	<input type="checkbox"/>	01	Hidalgo	<input type="checkbox"/>	11	Maverick	<input type="checkbox"/>	08	Shelby	<input type="checkbox"/>	05
Aransas	<input type="checkbox"/>	11	Dallas	<input type="checkbox"/>	03	Hill	<input type="checkbox"/>	07	McCulloch	<input type="checkbox"/>	09	Sherman	<input type="checkbox"/>	01
Archer	<input type="checkbox"/>	02	Dawson	<input type="checkbox"/>	09	Hockley	<input type="checkbox"/>	01	McLennan	<input type="checkbox"/>	07	Smith	<input type="checkbox"/>	04
Armstrong	<input type="checkbox"/>	01	Deaf Smith	<input type="checkbox"/>	01	Hood	<input type="checkbox"/>	03	McMullen	<input type="checkbox"/>	11	Somervell	<input type="checkbox"/>	03
Atascosa	<input type="checkbox"/>	08	Delta	<input type="checkbox"/>	04	Hopkins	<input type="checkbox"/>	04	Medina	<input type="checkbox"/>	08	Starr	<input type="checkbox"/>	11
Austin	<input type="checkbox"/>	06	Denton	<input type="checkbox"/>	03	Houston	<input type="checkbox"/>	05	Menard	<input type="checkbox"/>	09	Stephens	<input type="checkbox"/>	02
<b>-B-</b>			DeWitt	<input type="checkbox"/>	08	Howard	<input type="checkbox"/>	09	Midland	<input type="checkbox"/>	09	Sterling	<input type="checkbox"/>	09
Bailey	<input type="checkbox"/>	01	Dickens	<input type="checkbox"/>	01	Hudspeth	<input type="checkbox"/>	10	Milam	<input type="checkbox"/>	07	Stonewall	<input type="checkbox"/>	02
Bandera	<input type="checkbox"/>	08	Dimmit	<input type="checkbox"/>	08	Hunt	<input type="checkbox"/>	03	Mills	<input type="checkbox"/>	07	Sutton	<input type="checkbox"/>	09
Bastrop	<input type="checkbox"/>	07	Donley	<input type="checkbox"/>	01	Hutchinson	<input type="checkbox"/>	01	Mitchell	<input type="checkbox"/>	02	Swisher	<input type="checkbox"/>	01
Baylor	<input type="checkbox"/>	02	Duval	<input type="checkbox"/>	11	<b>-I-</b>			Montague	<input type="checkbox"/>	02	<b>-T-</b>		
Bee	<input type="checkbox"/>	11	<b>-E-</b>			Irion	<input type="checkbox"/>	09	Montgomery	<input type="checkbox"/>	06	Tarrant	<input type="checkbox"/>	03
Bell	<input type="checkbox"/>	07	Eastland	<input type="checkbox"/>	02	<b>-J-</b>			Moore	<input type="checkbox"/>	01	Taylor	<input type="checkbox"/>	02
Bexar	<input type="checkbox"/>	08	Ector	<input type="checkbox"/>	09	Jack	<input type="checkbox"/>	02	Morris	<input type="checkbox"/>	04	Terrell	<input type="checkbox"/>	09
Blanco	<input type="checkbox"/>	07	Edwards	<input type="checkbox"/>	08	Jackson	<input type="checkbox"/>	08	Motley	<input type="checkbox"/>	01	Terry	<input type="checkbox"/>	01
Borden	<input type="checkbox"/>	09	Ellis	<input type="checkbox"/>	03	Jasper	<input type="checkbox"/>	05	<b>-N-</b>			Throckmorton	<input type="checkbox"/>	02
Bosque	<input type="checkbox"/>	07	El Paso	<input type="checkbox"/>	10	Jeff Davis	<input type="checkbox"/>	10	Nacogdoches	<input type="checkbox"/>	05	Titus	<input type="checkbox"/>	04
Bowie	<input type="checkbox"/>	04	Erath	<input type="checkbox"/>	03	Jefferson	<input type="checkbox"/>	05	Navarro	<input type="checkbox"/>	03	Tom Green	<input type="checkbox"/>	09
Brazoria	<input type="checkbox"/>	06	<b>-F-</b>			Jim Hogg	<input type="checkbox"/>	11	Newton	<input type="checkbox"/>	05	Travis	<input type="checkbox"/>	07
Brazos	<input type="checkbox"/>	07	Falls	<input type="checkbox"/>	07	Jim Wells	<input type="checkbox"/>	11	Nolan	<input type="checkbox"/>	02	Trinity	<input type="checkbox"/>	05
Brewster	<input type="checkbox"/>	10	Fanning	<input type="checkbox"/>	03	Johnson	<input type="checkbox"/>	03	Nueces	<input type="checkbox"/>	11	Tyler	<input type="checkbox"/>	05
Briscoe	<input type="checkbox"/>	01	Fayette	<input type="checkbox"/>	07	Jones	<input type="checkbox"/>	02	<b>-O-</b>			<b>-U-</b>		
Brooks	<input type="checkbox"/>	11	Fisher	<input type="checkbox"/>	02	<b>-K-</b>			Ochiltree	<input type="checkbox"/>	01	Upshur	<input type="checkbox"/>	04
Brown	<input type="checkbox"/>	02	Floyd	<input type="checkbox"/>	01	Karnes	<input type="checkbox"/>	08	Oldham	<input type="checkbox"/>	01	Upton	<input type="checkbox"/>	09
Burleson	<input type="checkbox"/>	07	Foard	<input type="checkbox"/>	02	Kaufman	<input type="checkbox"/>	03	Orange	<input type="checkbox"/>	05	Uvalde	<input type="checkbox"/>	08
Burnet	<input type="checkbox"/>	07	Fort Bend	<input type="checkbox"/>	06	Kendall	<input type="checkbox"/>	08	<b>-P-</b>			<b>-V-</b>		
<b>-C-</b>			Franklin	<input type="checkbox"/>	04	Kenedy	<input type="checkbox"/>	11	Palo Pinto	<input type="checkbox"/>	03	Val Verde	<input type="checkbox"/>	08
Caldwell	<input type="checkbox"/>	07	Freestone	<input type="checkbox"/>	07	Kent	<input type="checkbox"/>	02	Panola	<input type="checkbox"/>	04	Van Zandt	<input type="checkbox"/>	04
Calhoun	<input type="checkbox"/>	08	Frio	<input type="checkbox"/>	08	Kerr	<input type="checkbox"/>	08	Parker	<input type="checkbox"/>	03	Victoria	<input type="checkbox"/>	08
Callahan	<input type="checkbox"/>	02	<b>-G-</b>			Kimble	<input type="checkbox"/>	09	Parmer	<input type="checkbox"/>	01	<b>-W-</b>		
Cameron	<input type="checkbox"/>	11	Gaines	<input type="checkbox"/>	09	King	<input type="checkbox"/>	01	Pecos	<input type="checkbox"/>	09	Walker	<input type="checkbox"/>	06
Camp	<input type="checkbox"/>	04	Galveston	<input type="checkbox"/>	06	Kinney	<input type="checkbox"/>	08	Polk	<input type="checkbox"/>	05	Waller	<input type="checkbox"/>	06
Carson	<input type="checkbox"/>	01	Garza	<input type="checkbox"/>	01	Kleberg	<input type="checkbox"/>	11	Potter	<input type="checkbox"/>	01	Ward	<input type="checkbox"/>	09
Cass	<input type="checkbox"/>	04	Gillespie	<input type="checkbox"/>	08	Knox	<input type="checkbox"/>	02	Presidio	<input type="checkbox"/>	10	Washington	<input type="checkbox"/>	07
Castro	<input type="checkbox"/>	01	Glasscock	<input type="checkbox"/>	09	<b>-L-</b>			<b>-R-</b>			Webb	<input type="checkbox"/>	11
Chambers	<input type="checkbox"/>	06	Goliad	<input type="checkbox"/>	08	Lamar	<input type="checkbox"/>	04	Rains	<input type="checkbox"/>	04	Wharton	<input type="checkbox"/>	06
Cherokee	<input type="checkbox"/>	04	Gonzales	<input type="checkbox"/>	08	Lamb	<input type="checkbox"/>	01	Randall	<input type="checkbox"/>	01	Wheeler	<input type="checkbox"/>	01
Childress	<input type="checkbox"/>	01	Gray	<input type="checkbox"/>	01	Lampasas	<input type="checkbox"/>	07	Reagan	<input type="checkbox"/>	09	Wichita	<input type="checkbox"/>	02
Clay	<input type="checkbox"/>	02	Grayson	<input type="checkbox"/>	03	La Salle	<input type="checkbox"/>	08	Real	<input type="checkbox"/>	08	Wilbarger	<input type="checkbox"/>	02
Cochran	<input type="checkbox"/>	01	Gregg	<input type="checkbox"/>	04	Lavaca	<input type="checkbox"/>	08	Red River	<input type="checkbox"/>	04	Willacy	<input type="checkbox"/>	11
Coke	<input type="checkbox"/>	09	Grimes	<input type="checkbox"/>	07	Lee	<input type="checkbox"/>	07	Reeves	<input type="checkbox"/>	09	Williamson	<input type="checkbox"/>	07
Coleman	<input type="checkbox"/>	02	Guadalupe	<input type="checkbox"/>	08	Leon	<input type="checkbox"/>	07	Refugio	<input type="checkbox"/>	11	Wilson	<input type="checkbox"/>	08
Collin	<input type="checkbox"/>	03	<b>-H-</b>			Liberty	<input type="checkbox"/>	06	Roberts	<input type="checkbox"/>	01	Winkler	<input type="checkbox"/>	09
Collingsworth	<input type="checkbox"/>	01	Hale	<input type="checkbox"/>	01	Limestone	<input type="checkbox"/>	07	Robertson	<input type="checkbox"/>	07	Wise	<input type="checkbox"/>	03
Colorado	<input type="checkbox"/>	06	Hall	<input type="checkbox"/>	01	Lipscomb	<input type="checkbox"/>	01	Rockwall	<input type="checkbox"/>	03	Wood	<input type="checkbox"/>	04
Comal	<input type="checkbox"/>	08	Hamilton	<input type="checkbox"/>	07	Live Oak	<input type="checkbox"/>	11	Runnels	<input type="checkbox"/>	02	<b>-Y-</b>		
Comanche	<input type="checkbox"/>	02	Hansford	<input type="checkbox"/>	01	Llano	<input type="checkbox"/>	07	Rusk	<input type="checkbox"/>	04	Yoakum	<input type="checkbox"/>	01
Concho	<input type="checkbox"/>	09	Hardeman	<input type="checkbox"/>	02	Loving	<input type="checkbox"/>	09	<b>-S-</b>			Young	<input type="checkbox"/>	02
Cooke	<input type="checkbox"/>	03	Hardin	<input type="checkbox"/>	05	Lubbock	<input type="checkbox"/>	01	Sabine	<input type="checkbox"/>	05	<b>-Z-</b>		
Coryell	<input type="checkbox"/>	07	Harris	<input type="checkbox"/>	06	Lynn	<input type="checkbox"/>	01	San Augustine	<input type="checkbox"/>	05	Zapata	<input type="checkbox"/>	11
Cottle	<input type="checkbox"/>	02	Harrison	<input type="checkbox"/>	04	<b>-M-</b>			San Jacinto	<input type="checkbox"/>	05	Zavala	<input type="checkbox"/>	08
Crane	<input type="checkbox"/>	09	Hartley	<input type="checkbox"/>	01	Madison	<input type="checkbox"/>	07	San Patricio	<input type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	09	Haskell	<input type="checkbox"/>	02	Marion	<input type="checkbox"/>	04	San Saba	<input type="checkbox"/>	07			

## FORM C: CONTACT PERSON INFORMATION

Legal Business Name  
of Applicant: \_\_\_\_\_

1. This form provides information about the appropriate contacts in the Applicant's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

### Contacts

Billing Contact	Executive Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Financial Director	Medical Director
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

Primary Program Contact	Quality Assurance Contact
Last Name:	Last Name:
First Name:	First Name:
Salutation:	Salutation:
Title:	Title:
Email:	Email:
Phone:	Phone:

## **FORMS F & F-1 THROUGH F-7: BUDGET SUMMARY AND DETAILS**

### **Form F: Budget Summary and Forms F-1 through F-7: Budget Details**

Applicant must complete each of the required budget forms. The forms are posted as a separate Excel file on the Electronic State Business Daily (ESBD) for downloading and completion. Basic instructions for completing these forms are included with the Excel file. Additional information is provided below to further assist Applicant in developing its projected budget.

NOTE: When completing each category worksheet, ALL allowable direct costs—costs associated with running both components of the HTW Program—must be entered, i.e. these costs must also include the cost of providing services to clients served through HTW Fee-for-Service Program.

Indirect costs— must not exceed 20% of the total budget for both components of the HTW Program.

To assist in estimating the amount of income generated through the HTW Fee-for-Service program, Applicants should consult the proposed HTW Fee-for-Service benefits package contained in [Appendix A](#).

Contractors are required to participate in all HHSC required HTW Program trainings. The contractor may attend in person or participate remotely. In the event the contractor would like to attend physically, they may include associated travel in their budget requests. HTW Program trainings may include webinars, conference calls, and in-person trainings.

### **Form F: Budget Summary Worksheet**

Column 1: Totals will be filled using budget category detail forms (individual worksheets contained in budget spreadsheet). This must include all allowable direct costs—the costs associated with running both components of the HTW Program.

Column 2: Enter the amount of cost reimbursement funds requested through this open enrollment for the provision of support services provided to clients served in the HTW Fee-for-Service Program.

Column 3: Enter the amount of projected HTW Fee-for-Service reimbursement to be received as a result of the provision of client services under the HTW Fee-for-Service Program component of the HTW Program.



## FORM G: APPLICANT BACKGROUND GUIDELINES

**Legal Business Name  
of Applicant:** \_\_\_\_\_

1. Provide a one-page executive summary describing the Applicant's vision, mission and values statements, along with a description of how the board of directors, if any, is involved in the operations of the Applicant.
2. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the Applicant's organization.
3. Provide the resumes/curriculum vitae for the CEO, CFO, Medical Director licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), and Clinical/Program Director.
4. Describe Applicant's experience, knowledge, and expertise in providing Women's Health Services and Healthy Texas Women Services. Specifically outline relevant administrative and clinical practices (maximum of 4 pages).
5. Describe Applicant's experience in administering comprehensive health care (e.g., prevention, screening, diagnostic, treatment services, and appropriate referral). Describe your referral systems and referral resources for services not provided by Applicant (maximum of 4 pages).
6. Subcontracting Background- Describe the following if Applicant plans to have subcontract any of the intended services:
  - A. Experience subcontracting with other organizations/providers;
  - B. Experience developing subcontracts and subcontract negotiations;
  - C. Experience performing program monitoring of subcontractors, including monitoring of professional and clinical services;
  - D. Experience providing technical assistance to subcontractors, including budget development and management;
  - E. Staff position(s) that will be responsible for monitoring subcontractors and what qualifications will be required;
  - F. Staff position(s) that are anticipated for monitoring professional and clinical subcontractors and the required qualifications for each position;
  - G. Policies and procedures Applicant has for monitoring subcontractors that provide direct client services; and
  - H. Staff position(s) that are anticipated for providing training and technical assistance to subcontractors on data collection and submission, and data quality improvement.

## FORM G: APPLICANT BACKGROUND

**Legal Business Name of  
Applicant:** \_\_\_\_\_

1. Applicant must provide a narrative description of its organization, staff, systems and oversight structure.
  2. Reference the instructions on Form G – Applicant Background Guidelines.
  3. Applicant's response must not exceed 18 pages.
-

## FORM H: FUNDING REQUEST AND CLIENTS SERVED

Legal Business Name of  
Applicant: \_\_\_\_\_

### Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- Assisting eligible women with enrollment into the HTW Fee-for-Service Program;
- Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program;
- Staff development and training related to HTW Fee-for-Service Program service delivery; and
- Client and community based educational activities related to the HTW Fee-for-Service Program.

Total Funding Request	\$
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### Clients Served:

The number of clients an Applicant intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the Applicant's effectiveness in providing the identified support services under the contract resulting from this open enrollment.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the Applicant intends to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients Applicant intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

**Table 1: Clinical Services**

Projected Number of Clinical Clients to be Served:	
--	--

## **FORM I: WORK PLAN GUIDELINES**

1. Use up to 4 pages for each program component for a maximum of 20 pages.
2. Required attachments are not counted in the page maximum.
3. In accordance with Section 2.1 of the open enrollment, Applicant must address the following Program Components and include a response to the identified topic areas:

### **Program Administration and Management:**

- a. Identify the services Applicant intends to provide;
- b. Identify the Priority Population to be served;
- c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;
- d. Include a copy of the Institutional Review Board's approval if the Applicant is currently conducting research on individuals who receive services through any HHSC-funded programs;
- e. Provide an organizational Chart
- f. Provide job descriptions for the following key employees related to the HTW Program, i.e., Medical Director, Clinical/Program Director, eligibility and billing staff, and clinicians; and
- g. Describe how Applicant will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the contract term.

### **Quality Assurance/Quality Improvement:**

- a. Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process, and who is responsible for ensuring QA/QI policies and procedures are updated. Applicant must include job titles and qualifications of the identified individuals; and
- b. At a minimum, provide the following information:
  - 1) Medical Director's involvement in the QA/QI activities;
  - 2) Activities used to identify trends of needed improvement and the frequency of those activities;
  - 3) Activities to ensure correction and follow-up to findings identified;
  - 4) Use and frequency of client satisfaction surveys;
  - 5) System used to identify, report, and monitor adverse outcomes; and
  - 6) Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process.

### **Professional Development:**

- a. Describe how Applicant will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures; and
- b. Identify staff, including job titles that will attend HHSC required trainings. The contractor may attend in person or participate remotely. Trainings may include webinars, conference calls, and in person trainings.

**Recruitment:**

Describe how Applicant will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the identified target service area(s) identified in Form B.

**Long-Acting Reversible Contraception (LARC) Usage:**

- a. Describe which LARC methods will be provided at Applicant's clinic(s) and which LARC methods will be provided by referral only;
- b. Describe efforts Applicant will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population; and
- c. Describe professional development opportunities that Applicant will employ for staff related to LARC utilization and education.

4. For each program component, Applicant must develop at least one goal and corresponding objective to achieve the goal(s) including describing the associated activities for meeting the goal. Applicant must:
  - a. Describe how it will ensure activities are reasonable, achievable, and measurable. Identify what is expected to be accomplished during the contract period;
  - b. List methodologies/activities in the chronological sequence that will be used to achieve each objective;
  - c. Indicate the name or position of the person primarily responsible for ensuring completion of each activity;
  - d. Define the time frame for accomplishing each objective/activity.
  - e. Describe in specific terms how Applicant will evaluate each activity. For example, "client services data, pre/post assessments of educational sessions, client interviews/surveys, etc."

## FORM I: WORK PLAN

**Legal Business Name  
of Applicant:**

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1. Reference the instructions on Form I - Work Plan Guidelines.
2. Applicant must not exceed 4 pages per program component, for a total of 20 pages.

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**FORM I: WORK PLAN****Program Component A  
Program Administration and Management****Goals:**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>

## FORM I: WORK PLAN

### Program Component B Quality Assurance/Quality Improvement

Goals:

Objectives	Activities	Measurement	Staff Responsible	Completion Date



**FORM I: WORK PLAN**

**Program Component C  
Professional Development**

**Goals:**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>

**FORM I: WORK PLAN**

**Program Component D  
Recruitment**

**Goals:**

Objectives	Activities	Measurement	Staff Responsible	Completion Date

**FORM I: WORK PLAN****Program Component E  
LARC Usage****Goals:**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>

## **FORM J: ASSESSMENT NARRATIVE GUIDELINES**

### **Part A**

Complete table to show assessment data sources and dates of assessments used.

### **Part B**

Specifically address each of the assessment activities listed below associated with the support services the Applicant intends to provide. The required assessment items must include:

1. A description of the community that will be served by the Applicant's identified support services. This description must include:
  - a. Geographic boundaries (urban or rural, physical environment);
  - b. General demographic data (age, gender, ethnicity, etc.);
  - c. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.); and
  - d. General description of community-wide health status (e.g., key morbidity/mortality statistics).
2. A description of the Priority Population including:
  - e. Geographic service area (Form B);
  - f. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);
  - g. Priority Population's health status (including population data related to health indicators, behavioral data, and community opinion data); and
  - h. Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).
3. Identification of the gaps in resources and potential barriers to improving health status in the community served and how Applicant's identified support services will address these issues.

## FORM J: ASSESSMENT NARRATIVE

Legal Business Name  
of Applicant: \_\_\_\_\_

Complete the Table under Part A, and address each of the assessment activities under Part B (see ASSESSMENT NARRATIVE GUIDELINES). Please keep responses to a maximum of three (3) pages including this page and two more.

---

### Part A

Multiple data sources and assessments exist for many communities. Applicant is encouraged to utilize these resources when completing this form. In the table below, list the source of assessment data used and the dates of the assessments used.

Source of Assessment Data	Date of Each Assessment Source

### Part B

(See ASSESSMENT NARRATIVE GUIDELINES).

## FORM K

### CLINIC SITE READINESS - INSTRUCTIONS

1. Complete the Clinic Site Readiness Form per instructions below.
2. Complete one form for every clinic site that will provide HTW support services funded through this open enrollment.

<b>CLINIC SITE READINESS INFORMATION:</b>	
Appropriate signage to identify funded entity.	Check that clinic sites have signage that identifies services provided at each site (Yes/No).
Space for clinical and administrative staff.	Check that clinic sites have adequate space to house clinical and administrative staff needed to run the clinics (Yes/No).
Locked storage for charts, records, medications and medical supplies	Check if there is locked storage at the clinic sites (Yes/No).
Proper Disposal for Medical Waste	Check if clinics have proper disposal for medical waste (Yes/No).
CLIA certification for level of tests performed.	Check if clinics have CLIA certification for the level of tests performed (Yes/No).
Handicap-accessible clinic sites that are geographically close to target population.	Check if clinic sites are accessible for persons with disabilities, and are located close to target population (Yes/No).
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait.	Check if Applicant operates facilities with clean exam rooms, space for client intake and client waiting area (Yes/No).
Appropriate emergency policies/procedures and supplies as applicable?	Check if clinic sites have appropriate emergency policies/procedures and supplies necessary to provide services to the extent applicable for the setting and training, experience and competence of clinic staff. (Yes/No).
Appropriate use of interpreter and language translation services (including resources for both).	Check if there are resources for interpreter and language translation services, and if services are used appropriately (Yes/No).
Compliance with ADA requirements	Check if clinic sites are ADA compliant (Yes/No).
Financial management systems including secure data storage	Check if clinic sites have financial management systems including secure data storage. (Yes/No).

## FORM K: HEALTHY TEXAS WOMEN CLINIC SITE READINESS

Legal Business Name  
of Applicant: \_\_\_\_\_

Clinic Site # \_\_\_\_\_ of \_\_\_\_\_

Appropriate signage to identify funded entity?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

## FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES INSTRUCTIONS

Complete a separate clinic form for each clinic site that will provide HTW services funded through this open enrollment.

**\*Each clinic form must contain current and accurate information.\***

<b>HEADER INFORMATION:</b>	
Legal Name of Applicant	Applicant's legal name.
Clinic Site # ____ of ____	Example: Clinic Site #1 of 5 for the first clinic site out of five clinic sites, Clinic Site #2 of 5 for the second clinic site of five, etc.
<b>CLINIC SITE INFORMATION:</b>	
Clinic Name	State the name of the clinic.
Street Address	Physical address of clinic. (Do Not Enter a P.O. Box)
Suite	Indicate clinic suite number, if applicable.
City/County/Zip Code	City, county and zip code of clinic.
HSR	Health Service Region where clinic is located.
Clinic APPOINTMENT Phone #	Phone number to make an appointment at clinic.
Clinic PRIMARY Phone #	Primary phone number for the clinic site.
Fax	Fax number for the clinic.
Service Area	List counties served by the identified clinic site, NOT all counties served by the whole project. For a county to be considered part of a clinic's designated service area: (1) There must be a clinic located in the county; or (2) Five percent of the clinic population served in the previous 12 month period must have resided in the county. NOTE: Total counties served by all clinics must match the counties marked by Applicant on Form B: Texas Counties and Regions.
Contact Person	Name of contact person for that clinic site.
Pharmacy License #	Current pharmacy license number for the clinic.
Class	Indicate class of pharmacy license (e.g., class D, A, etc.)
TPI#	Texas Provider Identifier # for the clinic, or date application submitted. Enter the TPI# that the clinic will use to bill TMHP for HTW services.
NPI#	National Provider Identifier # for the clinic, or date application submitted.
Subcontractor Site	Indicate whether or not the clinic site is a subcontractor site.
Mobile Site	Indicate whether or not the clinic site is a mobile site.
<b>CLINIC HOURS AND SERVICES:</b>	
Hours of Operation	List the operating hours of the clinic site for each day of the week by morning (e.g., 8am – 12pm), afternoon (12pm – 5pm), and evening hours (after 5pm). Indicate days of the week when the clinic is closed (e.g., Tuesday – closed).
Total Hours/Month	List the total number of hours of operation per month for the clinic site.



## FORM K-1: HEALTHY TEXAS WOMEN CLINIC SITES

Legal Business Name of  
Applicant: \_\_\_\_\_

Clinic Site # \_\_\_\_\_ of \_\_\_\_\_

**CLINIC SITE INFORMATION:** Complete this form for EACH clinic site that will provide HTW services funded under this open enrollment.

**All information must be accurate.\***

Clinic Name:			
Street Address:		Suite :	
City:	County:	Zip Code:	HSR:
Clinic APPOINTMENT Phone #:			
Clinic PRIMARY Phone #:		Fax:	
Service Area (counties to be served):			
Contact Person:			
Pharmacy License #:		Class:	
TPI#:		NPI#:	
Submission date of Medicaid Application:			
Subcontractor Site: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mobile Site: <input type="checkbox"/> Yes <input type="checkbox"/> No			

### CLINIC HOURS

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (after 5pm)	
	From	To	From	To	From	To
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
SATURDAY						
SUNDAY						
TOTAL HRS/MONTH						

**FORM L: STAFF DEVELOPMENT PLAN**

**Legal Business Name  
of Applicant:** \_\_\_\_\_

All Applicants must conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide HTW services. The Staff Development Plan must be comprehensive, address all the topics indicated below, and be numbered as indicated.

Staff Development Plan must not exceed five (5) pages.

1. Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.
  
2. Identify specific training that will be used for eligibility and billing staff.
  
3. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.
  
4. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide HTW services.

NOTE: If specific LARC methods are provided through referral only, Applicant must include this information in the Staff Development Plan and Applicant will be exempted from the training requirements for that specific LARC method.

[illegible]

## FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN

Legal Business Name  
of Applicant: \_\_\_\_\_

Applicant **must** develop and implement an annual plan to provide community education and program promotion to:

- Inform the public of its purpose and services;
- Enhance community understanding of its objectives;
- Disseminate basic Women's Health Services and Family Planning Services education including the benefits of LARC;
- Enlist community support; and
- Recruit potential clients for the HTW Program.

The plan must be based on the assessment of the needs of the community required in Section 2.2. of this open enrollment.

The Community Education/Program Promotion Plan must:

1. Describe Applicant's HTW Program promotion/education/Outreach plan for the contract period July 1, 2016 through August 31, 2017.
2. Describe Applicant's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the identified service area. Applicant must include a description of the Outreach plan that details media releases and Outreach strategies for marketing the Applicant to the community.

Applicant must also attach a calendar of the proposed community education/HTW Program promotion for the contract period (July 1, 2016 through August 31, 2017). Applicant's calendar must include the following information: topics, presentation-dates, locations, and presenters. Applicant should label the attachment "**Form M-1: Community Education/Program Promotion Calendar**".

# APPENDICIES

**Appendix A: HHSC Healthy Texas Women Program Reimbursable  
Procedure Codes**

<b>Core Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>Anesthesia for sterilization</b>		
	00851	
<b>Surgery - Integumentary system</b>		
	11976	150.00
	11981	103.45
	11982	117.08
	11983	163.06
<b>Surgery - Female genital system</b>		
	57170	22.05
	58300	69.00
	58301	76.72
	58340	88.75
	58565	442.57
	58600	292.70
	58611	61.75
	58615	195.67
	58670	282.81
	58671	283.08
<b>Radiology - Diagnostic imaging</b>		
	73060	28.06
	74000	20.80
	74010	32.39
	74740	66.83
<b>Radiology - Diagnostic ultrasound</b>		
	76830	96.28
	76856	96.28
	76857	50.79
	76881	96.28
	76882	30.35
	76998	137.65
<b>Pathology &amp; Lab - Organ or disease oriented panels</b>		
	80061	18.83
<b>Pathology &amp; Lab - Drug testing</b>		
	80300	12.36
	80301	12.36
<b>Pathology &amp; Lab - Urinalysis</b>		
	81000	4.45
	81001	4.45
	81002	3.60
	81003	3.16
	81005	3.05
	81015	4.28
	81025	8.90

<b>Core Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>

Pathology & Lab - Chemistry		
	82947	5.52
	82948	4.45
	84443	23.63
	84702	2.29
	84703	10.57
Pathology & Lab - Hematology and coagulation		
	85013	3.34
	85014	3.34
	85018	3.34
	85025	10.93
	85027	9.10
Pathology & Lab - Immunology		
	86318	18.21
	86580	
	86592	6.00
	86689	27.22
	86695	18.55
	86696	27.22
	86701	12.49
	86702	14.85
	86703	19.28
	86762	20.23
	86803	20.07
Pathology & Lab - Transfusion medicine		
	86900	4.20
	86901	4.20
Pathology & Lab - Microbiology		
	87070	12.11
	87086	11.36
	87088	11.39
	87102	11.81
	87110	27.55
	87205	6.00
	87210	6.00
	87220	6.00
	87252	36.66
	87389	33.86
	87480	28.20
	87490	28.20
	87491	49.35
	87510	28.20
	87535	49.35
	87590	28.20
	87591	49.35
	87624	47.87

Core Services		
Procedure Grouping	Procedure Codes	Reimbursement Rates
	87625	49.47
	87660	28.20

	87797	28.20
	87800	56.41
	87801	98.70
	87810	16.86
	87850	16.86
<b>Pathology &amp; Lab - Cytopathology</b>		
	88150	14.86
	88164	14.86
	88175	37.25
<b>Medicine - Immunization administration</b>		
	90460	8.00
	90471	7.84
<b>Medicine - Vaccines/toxoids</b>		
	90649	158.07
	90650	138.14
	90651	175.03
<b>Medicine - Hydration, diagnostic injections/infusions, chemo</b>		
	96372	18.98
<b>Medical nutrition therapy</b>		
	97802	26.73
	97803	22.99
	97804	12.03
<b>Medicine - Special services, procedures, and reports</b>		
	99000	9.30
	99078	29.40
<b>Behavioral change interventions, individual</b>		
	99406	11.18
	99407	21.82
<b>HCPCS A Codes - Supplies</b>		
	A4261	50.84
	A4264	1560.00
	A4266	34.11
	A4267	0.54
	A4268	2.83
	A4269	12.26
	A9150	14.00
<b>HCPCS H Codes - Rehabilitative services</b>		
	H1010	12.30

<b>Core Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>HCPCS J Codes - Drugs other than oral</b>		
	J0696	0.68
	J1050	64.98
	J3490	5.01
	J7297	671.25
	J7298	826.72
	J7300	753.78
	J7301	663.32
	J7303	93.53



	J7304	37.48
	J7307	672.61
<b>HCPSC S Codes - Private payer codes</b>		
	S4993	19.42
	S5000	5.90
<b>Office or Other Outpatient Services</b>		
	99201	26.04
	99202	41.09
	99203	55.52
	99204	81.24
	99205	101.00
	99211	13.49
	99212	22.59
	99213	33.95
	99214	47.68
	99215	73.40
<b>Evaluation and Management</b>		
	99241	39.66
	99242	62.10
	99243	80.23
	99244	112.50
<b>Preventive Medicine</b>		
	99384	93.40
	99385	78.85
	99386	92.22
	99394	85.93
	99395	68.43
	99396	74.84

<b>Related Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>Breast Cancer Screening and Diagnostics</b>		
<b>Anesthesia</b>		
	00400	
<b>Surgery - General</b>		
	10022	90.21
<b>Surgery - Integumentary system</b>		
	19000	84.47
	19081	508.95
	19082	411.12
	19083	505.47
	19084	405.50
	19100	112.80
	19101	254.74
	19120	370.75
	19125	364.03
	19126	122.96
	19281	183.37
	19282	352.31
	19283	208.23

	19284	152.63
	19285	352.31
	19286	295.37
<b>Radiology - Diagnostic imaging</b>		
	71010	22.05
	71020	28.74
	76098	17.04
<b>Radiology - Diagnostic ultrasound</b>		
	76641	91.69
	76642	84.20
	76942	163.86
<b>Radiology - Breast mammography</b>		
	77051	8.02
	77052	8.02
	77053	54.80
	77055	70.03
	77056	90.09
	77057	64.15
	77058	495.58
	77059	491.84
<b>Pathology &amp; Lab - Organ or disease oriented panels</b>		
	80048	11.89
	80053	14.85
<b>Pathology &amp; Lab - Hematology and coagulation</b>		
	85730	8.44
<b>Pathology &amp; Lab - Surgical pathology</b>		
	88305	54.53

<b>Related Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
	88307	229.35
<b>Medicine - Cardiovascular</b>		
	93000	12.83
<b>Cervical Cancer Screening and Diagnostics</b>		
<b>Anesthesia</b>		
	00940	18.42
<b>Surgery - Female genital system</b>		
	57452	67.37
	57454	100.65
	57455	82.10
	57456	76.65
	57460	120.83
	57461	139.93
	57500	55.10
	57505	66.55
	57520	199.66
	57522	178.11
	58110	30.82
<b>Radiology - Diagnostic imaging</b>		
	71010	18.71
	71020	24.32

<b>Pathology &amp; Lab - Organ or disease oriented panels</b>		
	80048	11.89
	80053	14.85
<b>Pathology &amp; Lab - Hematology and coagulation</b>		
	85730	8.44
<b>Pathology &amp; Lab - Cytopathology</b>		
	88141	24.06
	88142	28.49
	88143	28.49
	88173	
	88174	30.05
<b>Pathology &amp; Lab - Surgical pathology</b>		
	88305	54.53
	88307	229.35
<b>Medicine - Cardiovascular</b>		
	93000	12.83
<b>Medicine - Psychiatry</b>		
	90791	113.91
	90792	113.91
<b>Problem-Focused Gynecological Services</b>		
<b>Surgery - Female genital system</b>		
	56405	78.28
	56420	66.56
	56501	81.53
	56515	142.21

<b>Related Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
	56605	43.84
	56606	21.65
	56820	61.48
	57023	225.07
	57061	69.50
	57100	47.58
	57421	89.01
	57511	94.63
	58100	63.35

<b>Other Services</b>		
<b>Procedure Grouping</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>Laboratory Services</b>		
<b>Radiology - Diagnostic ultrasound</b>		
	76700	96.28
	76705	96.28
	76770	96.28
<b>Pathology &amp; Lab - Organ or disease oriented panels</b>		
	80050	42.09
	80051	9.87
	80053	14.85
	80069	12.21

	80074	66.99
	80076	11.48
<b>Pathology &amp; Lab - Chemistry</b>		
	82270	4.58
	82465	6.12
	82950	6.68
	83020	18.10
	83021	25.40
	83036	13.65
	84450	6.55
	84460	6.71
	84478	8.08
	84479	8.19
<b>Pathology &amp; Lab - Hematology and coagulation</b>		
	85007	4.48
	85610	4.98
	85660	7.75
	85730	7.60
<b>Pathology &amp; Lab - Immunology</b>		
	86631	10.35
	86677	10.35
	86704	16.95
	86706	15.11
	86780	12.30
<b>Pathology &amp; Lab - Transfusion medicine</b>		
	86885	8.05
<b>Pathology &amp; Lab - Microbiology</b>		
	87270	16.86
	87512	35.91
	87529	49.35
	87530	39.90
	87661	49.35
<b>Pathology &amp; Lab - Cytopathology</b>		
	88155	8.42
	88160	50.25
	88161	45.44
	88165	14.86
	88167	14.86
	88172	42.50
<b>Pathology &amp; Lab - Pulmonary</b>		
	94760	2.41
<b>HCPCS J Codes - Drugs other than oral</b>		
	J0558	3.94
	J0561	4.96
	J0690	0.68
	J2010	7.17

<b>Immunizations and Vaccinations</b>		
<b>Procedure Groupings</b>	<b>Procedure Codes</b>	<b>Reimbursement Rates</b>
<b>Medicine - Immunization administration</b>		

	90460	8.00
	90471	7.84
	90472	7.84
<b>Medicine - Vaccines/toxoids</b>		
	90632	45.54
	90633	30.73
	90636	99.08
	90654	17.82
	90656	13.28
	90660	22.10
	90670	145.05
	90673	35.04
	90703	35.54
	90707	63.94
	90710	180.40
	90714	19.32
	90715	32.46
	90716	113.28
	90732	73.34
	90733	132.15
	90734	121.15
	90736	196.04
	90743	22.82
	90744	22.82
	90746	56.25

## Appendix B: HHSC Uniform Terms and Conditions Version 2.12



Grantee UTC  
VERSION 2.12 -- HTV

Note: Appendix B not numbered  
in accordance with  
Open Enrollment

HHSC Uniform Terms and Conditions Version 2.12  
Published and Effective: November 30, 2015  
Responsible Office: Chief Counsel



**Health and Human Services Commission**  
**HHSC Uniform Terms and Conditions - Grant**  
**Version 2.12**

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## ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

### 1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“Deliverable” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Contract, if any.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

## **1.02 Interpretive Provisions**

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to "sections," "appendices," or "attachments" are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase "in its sole discretion."
- j. Time is of the essence in this Contract.

## **ARTICLE II PAYMENT METHODS AND RESTRICTIONS**

### **2.01 Payment Methods**

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

### **2.02 Final Billing Submission**

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

### **2.03 Financial Status Reports (FSRs)**

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

### **2.04 Debt to State and Corporate Status**

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

### **2.05 Application of Payment Due**

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

### **2.06 Use of Funds**

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

### **2.07 Use for Match Prohibited**

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

### **2.08 Program Income**

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § \_\_.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

## **2.09 Nonsupplanting**

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

## **ARTICLE III. STATE AND FEDERAL FUNDING**

### **3.01 Funding**

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

### **3.02 No debt Against the State**

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

### **3.03 Debt to State**

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

### **3.04 Recapture of Funds**

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

## ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

### 4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

#### **4.02 Independent Single or Program-Specific Audit**

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

#### **4.03 Submission of Audit**

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission  
Office of Inspector General  
Compliance/Audit, Mail Code 1326  
P.O. Box 85200  
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:

[Dani.fielding@hhsc.state.tx.us](mailto:Dani.fielding@hhsc.state.tx.us)

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.



## **ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS**

### **5.01 General Affirmations**

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

### **5.02 Federal Assurances**

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

### **5.03 Federal Certifications**

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

## **ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY**

### **6.01 Ownership**

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

### **6.02 Intellectual Property**

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

## **ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE**

### **7.01 Books and Records**

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

#### **7.02 Access to records, books, and documents**

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

#### **7.03 Response/compliance with audit or inspection findings**

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

#### **7.04 SAO Audit**

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

#### **7.05 Confidentiality**

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

#### **7.06 Public Information Act**

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

### **ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION**

#### **8.01 Contract Management**

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

#### **8.02 Termination for Convenience**

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

#### **8.03 Termination for Cause**

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

##### **a. Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

**b. Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

**8.04 Equitable Settlement**

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

**ARTICLE IX MISCELLANEOUS PROVISIONS**

**9.01 Amendment**

The Contract may only be amended by an Amendment executed by both Parties.

**9.02 Insurance**

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

**9.03 Legal Obligations**

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

**9.04 Permitting and Licensure**

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contractors or subcontractors during performance of this Contract.

#### **9.05 Indemnity**

**TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:**

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

**GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.**

#### **9.06 Assignments**

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

### **9.07 Relationship of the Parties**

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

### **9.08 Technical Guidance Letters**

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

### **9.09 Governing Law and Venue**

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

### **9.10 Survivability**

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

### **9.11 Force Majeure**

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

### **9.12 No Waiver of Provisions**

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

### **9.13 Publicity**

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

### **9.14 Prohibition on Non-compete Restrictions**

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

### **9.15 No Waiver of Sovereign Immunity**

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

### **9.16 Entire Contract and Modification**

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

#### **9.17 Counterparts**

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

#### **9.18 Proper Authority**

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

#### **9.19 Employment Verification**

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

#### **9.20 Civil Rights**

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
  1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
  2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
  3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
  4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
  5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
  6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
  7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.



- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: [http://www.hhsc.state.tx.us/about\\_hhsc/civil-rights/brochures-posters.shtml](http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml)
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

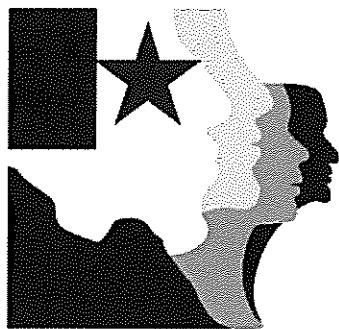
HHSC Civil Rights Office  
701 W. 51<sup>st</sup> Street, Mail Code W206  
Austin, Texas 78751  
Phone Toll Free: (888) 388-6332  
Phone: (512) 438-4313  
TTY Toll Free: (877) 432-7232  
Fax: (512) 438-5885.

## Appendix C: HHSC Special Conditions Version 1.0



HHSC Special  
Conditions 1.0.pdf

Note: Appendix C not  
numbered in accordance  
with Open Enrollment



# TEXAS

## Health and Human Services Commission

Health and Human Services Commission  
Special Conditions  
Version 1.0

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## **HHSC SPECIAL CONDITIONS**

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

### **ARTICLE I. SPECIAL DEFINITIONS**

**“Conflict of Interest”** means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

**“Contractor Agents”** means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

**“Custom Software”** means Software developed as a Deliverable or in connection with the Agreement.

**“Data Use Agreement”** means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

**“Federal Financial Participation”** is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

**“Item of Noncompliance”** means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

**“Minor Administrative Change”** refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

**“Other Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

**“Outside the United States”** means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

**“Software”** means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

**“State”** means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

**“Third Party Software”** refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

**“Turnover”** means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

**“Turnover Plan”** means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

**“VUTC”** means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

**“WSD”** means the Work, Services, or Deliverables to be performed or provided under the Contract.

## ARTICLE II. GENERAL PROVISIONS

### 2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

### 2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

the capability to perform the WSD in accordance with the terms and conditions of the Contract;  
and

- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

### **2.03 Delegation of Authority**

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

### **2.04 Other System Agencies Participation in the Contract**

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

### **2.05 Most Favored Customer**

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.



## **2.06 Assumption After Assignment**

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

## **2.07 Cooperation with HHSC Vendors**

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

## **2.08 Renegotiation and Reprocurement Rights**

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

## **2.09 Solicitation Errors**

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

# **ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES**

## **3.01 Authority**

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

## **3.02 Prohibition**

Contractor agrees that, unless specifically authorized in writing by HHSC:

- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

### **3.03 Exception**

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

### **3.04 Remedy**

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

## **ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS**

### **4.01 Qualifications**

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

### **4.02 Conduct and Removal**

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

#### **4.03 No Authority**

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

#### **4.04 E-Verify**

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

#### **4.05 Subcontractors Not Identified in the Solicitation Response**

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

### **ARTICLE V. PERFORMANCE**

#### **5.01 Measurement**

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

## **ARTICLE VI. AMENDMENTS AND MODIFICATIONS**

### **6.01 Formal Procedure**

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

### **6.02 Minor Administrative Changes**

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

### **6.03 Technical Guidance Letters**

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

## **ARTICLE VII. AUDITS AND RECORDS**

### **7.01 Record Retention**

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www.tsl.texas.gov/sites/default/files/public/tslac/slrn/state/schedules/529.PDF>. It is Contractor's

responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

#### **7.02 Access and Accommodation**

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

#### **7.03 Response to Audits or Inspection Findings**

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

### **ARTICLE VIII. PAYMENT**

#### **8.01 Duty to Make Payment**

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.

## **ARTICLE IX. CONFIDENTIALITY**

### **9.01 Requests for Public Information**

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

### **9.02 Consultant Disclosure**

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

### **9.03 Other Confidential Information**

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

**IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES**

**AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.**

## **ARTICLE X. DISPUTES AND REMEDIES**

### **10.01 Agreement of the Parties**

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

### **10.02 Operational Remedies**

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

#### **10.03 Equitable Remedies**

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

#### **10.04 Continuing Duty to Perform**

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

### **ARTICLE XI. DAMAGES**

#### **11.01 Availability and Assessment**

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

#### **11.02 Specific Items of Liability**

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears



all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

**IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.**

## **ARTICLE XII. TURNOVER**

### **12.01 Turnover Plan**

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

### **12.02 Turnover Assistance**

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

## **ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS**

### **13.01 HHSC Additional Rights**

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

### **13.02 Third Party Software**

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

### **13.03 Software and Ownership Rights.**

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

## **ARTICLE XIV. MISCELLANEOUS PROVISIONS**

### **14.01 Ability to Perform**

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

#### **14.02 Continuing Duty to Disclose**

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

#### **14.03 Conflicts of Interest**

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

#### **14.04 Flow Down Provisions**

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

#### **14.05 Recruitment Prohibition**

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

#### **14.06 Manufacturer's Warranties**

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

#### **14.07 Cooperation with HHSC Designees**

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

#### **14.08 Notice of Litigation or Contract Action**

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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## Appendix D: Healthy Texas Women Certification

**Legal Business Name  
of Applicant:** \_\_\_\_\_

This certification pertains to the following billing or performing provider:

Provider Name \_\_\_\_\_  
Federal Tax ID Number \_\_\_\_\_ NPI  
Number \_\_\_\_\_

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address \_\_\_\_\_  
Street Address City/State/Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_

Provider's primary physical address:

Street Address \_\_\_\_\_  
Street Address City/State/Zip Code \_\_\_\_\_  
Telephone Number \_\_\_\_\_

### DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "*affiliate*" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "*Promote*" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
or  
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is \_\_\_\_\_. I am the provider or, if the provider is an organization, I am the provider's (title or position) \_\_\_\_\_. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☐ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☐ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☐ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☐ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☐ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

**I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.**

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification \_\_\_\_\_ through 12/31/ \_\_\_\_\_

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## Appendix E: Women at or Below 200% FPL

### Women At or Below 200 % FPL - From Census Small Area Health Insurance Estimates 2013

#### Texas

	Number	Percent
Texas, all Regions	4,798,259	100%
Region 1	159,586	3.3%
Region 2	96,222	2.0%
Region 3	1,179,889	24.6%
Region 4	203,866	4.2%
Region 5	141,350	2.9%
Region 6	1,111,372	23.2%
Region 7	523,803	10.9%
Region 8	500,004	10.4%
Region 9	98,785	2.1%
Region 10	209,231	4.4%
Region 11	574,151	12.0%

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200  
% FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service  
Region - 1**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ARMSTRONG	266	0.2%
BAILEY	1,696	1.1%
BRISCOE	290	0.2%
CARSON	655	0.4%
CASTRO	1,885	1.2%
CHILDRESS	1,103	0.7%
COCHRAN	709	0.4%
COLLINGSWORTH	662	0.4%
CROSBY	1,414	0.9%
DALLAM	1,564	1.0%
DEAF SMITH	3,028	1.9%
DICKENS	370	0.2%
DONLEY	657	0.4%
FLOYD	1,261	0.8%
GARZA	799	0.5%
GRAY	3,540	2.2%
HALE	7,759	4.9%
HALL	747	0.5%
HANSFORD	872	0.5%
HARTLEY	539	0.3%
HEMPHILL	493	0.3%
HOCKLEY	4,044	2.5%
HUTCHINSON	3,680	2.3%
KING	51	0.0%
LAMB	3,078	1.9%
LIPSCOMB	514	0.3%
LUBBOCK	56,404	35.3%
LYNN	1,077	0.7%
MOORE	4,633	2.9%
MOTLEY	211	0.1%
OCHILTREE	1,687	1.1%
OLDHAM	325	0.2%
PARMER	2,109	1.3%
POTTER	28,121	17.6%
RANDALL	16,350	10.2%
ROBERTS	84	0.1%
SHERMAN	566	0.4%
SWISHER	1,567	1.0%
TERRY	2,692	1.7%
WHEELER	798	0.5%
YOAKUM	1,286	0.8%
<b>HSR 1 Total</b>	<b>159,586</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 %  
FPL**

**From Census Small Area Health Insurance Estimates  
2013**

**Health Service Region - 2**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ARCHER	1,106	1.1%
BAYLOR	684	0.7%
BROWN	6,945	7.2%
CALLAHAN	2,202	2.3%
CLAY	1,411	1.5%
COLEMAN	1,788	1.9%
COMANCHE	2,697	2.8%
COTTLE	327	0.3%
EASTLAND	3,468	3.6%
FISHER	587	0.6%
FOARD	245	0.3%
HARDEMAN	769	0.8%
HASKELL	975	1.0%
JACK	1,295	1.3%
JONES	2,676	2.8%
KENT	120	0.1%
KNOX	783	0.8%
MITCHELL	1,143	1.2%
MONTAGUE	3,193	3.3%
NOLAN	2,906	3.0%
RUNNELS	1,893	2.0%
SCURRY	2,497	2.6%
SHACKELFORD	537	0.6%
STEPHENS	1,686	1.8%
STONEWALL	233	0.2%
TAYLOR	25,848	26.9%
THROCKMORTON	243	0.3%
WICHITA	22,325	23.2%
WILBARGER	2,570	2.7%
YOUNG	3,070	3.2%
<b>HSR 2 Total</b>	<b>96,222</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below  
200 % FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service Region - 3**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
COLLIN	77,422	6.6%
COOKE	6,176	0.5%
DALLAS	523,961	44.4%
DENTON	81,800	6.9%
ELLIS	23,896	2.0%
ERATH	7,946	0.7%
FANNIN	5,547	0.5%
GRAYSON	20,949	1.8%
HOOD	6,598	0.6%
HUNT	16,419	1.4%
JOHNSON	23,783	2.0%
KAUFMAN	16,596	1.4%
NAVARRO	10,411	0.9%
PALO PINTO	5,625	0.5%
PARKER	14,534	1.2%
ROCKWALL	7,745	0.7%
SOMERVELL	1,240	0.1%
TARRANT	320,676	27.2%
WISE	8,565	0.7%
<b>HSR 3 Total</b>	<b>1,179,889</b>	<b>100%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below  
200 % FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service Region - 4**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ANDERSON	8,602	4.2%
BOWIE	17,113	8.4%
CAMP	2,800	1.4%
CASS	5,650	2.8%
CHEROKEE	10,647	5.2%
DELTA	972	0.5%
FRANKLIN	1,964	1.0%
GREGG	22,536	11.1%
HARRISON	11,989	5.9%
HENDERSON	14,841	7.3%
HOPKINS	6,946	3.4%
LAMAR	9,866	4.8%
MARION	1,969	1.0%
MORRIS	2,615	1.3%
PANOLA	3,761	1.8%
RAINS	1,861	0.9%
RED RIVER	2,495	1.2%
RUSK	8,611	4.2%
SMITH	38,388	18.8%
TITUS	7,514	3.7%
UPSHUR	6,817	3.3%
VAN ZANDT	8,958	4.4%
WOOD	6,951	3.4%
<b>HSR 4 Total</b>	<b>203,866</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 % FPL**  
**From Census Small Area Health Insurance**  
**Estimates 2013 Health Service Region - 5**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ANGELINA	18,460	13.1%
HARDIN	7,547	5.3%
HOUSTON	4,227	3.0%
JASPER	6,496	4.6%
JEFFERSON	46,964	33.2%
NACOGDOCHES	13,788	9.8%
NEWTON	2,492	1.8%
ORANGE	13,198	9.3%
POLK	8,089	5.7%
SABINE	1,714	1.2%
SAN AUGUSTINE	1,767	1.3%
SAN JACINTO	4,779	3.4%
SHELBY	5,660	4.0%
TRINITY	2,790	2.0%
TYLER	3,379	2.4%
<b>HSR 5 Total</b>	<b>141,350</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

## Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates  
2013

### Health Service Region - 6

COUNTY	Women at or Below 200 % FPL	% by County
AUSTIN	4,089	0.4%
BRAZORIA	40,902	3.7%
CHAMBERS	3,923	0.4%
COLORADO	3,460	0.3%
FORT BEND	68,183	6.1%
GALVESTON	43,326	3.9%
HARRIS	836,220	75.2%
LIBERTY	13,512	1.2%
MATAGORDA	6,756	0.6%
MONTGOMERY	64,343	5.8%
WALKER	10,972	1.0%
WALLER	8,138	0.7%
WHARTON	7,548	0.7%
<b>HSR 6 Total</b>	<b>1,111,372</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**women At or Below 200  
% FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service  
Region - 7**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
BASTROP	13,121	2.5%
BELL	63,113	12.0%
BLANCO	1,456	0.3%
BOSQUE	2,946	0.6%
BRAZOS	44,561	8.5%
BURLESON	2,758	0.5%
BURNET	7,098	1.4%
CALDWELL	7,945	1.5%
CORYELL	14,013	2.7%
FALLS	3,328	0.6%
FAYETTE	3,309	0.6%
FREESTONE	3,066	0.6%
GRIMES	4,314	0.8%
HAMILTON	1,443	0.3%
HAYS	27,590	5.3%
HILL	6,826	1.3%
LAMPASAS	3,428	0.7%
LEE	2,428	0.5%
LEON	2,735	0.5%
LIMESTONE	4,445	0.8%
LLANO	2,736	0.5%
MADISON	50,615	9.7%
MCLENNAN	2,408	0.5%
MILAM	4,562	0.9%
MILLS	874	0.2%
ROBERTSON	3,352	0.6%
SAN SABA	1,106	0.2%
TRAVIS	181,409	34.6%
WASHINGTON	5,173	1.0%
WILLIAMSON	51,645	9.9%
<b>HSR 7 Total</b>	<b>523,803</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.



**women At or Below 200  
% FPL**

**From Census Small Area Health Insurance  
Estimates 2013**

**Health Service  
Region - 8**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ATASCOSA	9,105	1.8%
BANDERA	2,804	0.6%
BEXAR	346,692	69.3%
CALHOUN	3,991	0.8%
COMAL	13,462	2.7%
DEWITT	3,028	0.6%
DIMMIT	2,579	0.5%
EDWARDS	359	0.1%
FRIO	3,510	0.7%
GILLESPIE	3,233	0.6%
GOLIAD	1,014	0.2%
GONZALES	4,348	0.9%
GUADALUPE	19,872	4.0%
JACKSON	2,231	0.4%
KARNES	2,027	0.4%
KENDALL	3,526	0.7%
KERR	7,748	1.5%
KINNEY	504	0.1%
LA SALLE	1,226	0.2%
LAVACA	2,766	0.6%
MAVERICK	15,928	3.2%
MEDINA	7,513	1.5%
REAL	628	0.1%
UVALDE	6,383	1.3%
VAL VERDE	10,163	2.0%
VICTORIA	16,370	3.3%
WILSON	5,567	1.1%
ZAVALA	3,427	0.7%
<b>HSR 8 Total</b>	<b>500,004</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

## Women At or Below 200 % FPL

From Census Small Area Health Insurance Estimates  
2013

### Health Service Region - 9

COUNTY	Women at or Below 200 % FPL	% by County
ANDREWS	2,291	2.3%
BORDEN	66	0.1%
COKE	494	0.5%
CONCHO	447	0.5%
CRANE	644	0.7%
CROCKETT	620	0.6%
DAWSON	2,268	2.3%
ECTOR	27,494	27.8%
GAINES	3,771	3.8%
GLASSCOCK	118	0.1%
HOWARD	5,602	5.7%
IRION	185	0.2%
KIMBLE	791	0.8%
LOVING	16	0.0%
MARTIN	813	0.8%
MASON	688	0.7%
MCCULLOCH	1,627	1.6%
MENARD	405	0.4%
MIDLAND	19,938	20.2%
PECOS	2,388	2.4%
REAGAN	500	0.5%
REEVES	2,238	2.3%
SCHLEICHER	530	0.5%
STERLING	101	0.1%
SUTTON	545	0.6%
TERRELL	144	0.1%
TOM GREEN	20,662	20.9%
UPTON	477	0.5%
WARD	1,737	1.8%
WINKLER	1,185	1.2%
<b>HSR 9</b>	<b>98,785</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 %  
FPL**

**From Census Small Area Health Insurance**

**Estimates 2013 Health Service Region - 10**

<b>COUNTY</b>	<b>Women at or Below 200 %</b>	<b>% by County</b>
BREWSTER	1,612	0.8%
CULBERSON	536	0.3%
EL PASO	204,281	97.6%
HUDSPETH	882	0.4%
JEFF DAVIS	295	0.1%
PRESIDIO	1,625	0.8%
<b>HSR 10 Total</b>	<b>209,231</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

**Women At or Below 200 % FPL  
From Census Small Area Health Insurance  
Estimates 2013**

**Health Service Region - 11**

<b>COUNTY</b>	<b>Women at or Below 200 % FPL</b>	<b>% by County</b>
ARANSAS	4,015	0.7%
BEE	5,575	1.0%
BROOKS	1,736	0.3%
CAMERON	120,451	21.0%
DUVAL	2,245	0.4%
HIDALGO	238,742	41.6%
JIM HOGG	1,172	0.2%
JIM WELLS	8,378	1.5%
KENEDY	100	0.0%
KLEBERG	6,618	1.2%
LIVE OAK	1,464	0.3%
MCMULLEN	49	0.0%
NUECES	68,351	11.9%
REFUGIO	1,149	0.2%
SAN PATRICIO	11,644	2.0%
STARR	18,922	3.3%
WEBB	74,695	13.0%
WILLACY	5,168	0.9%
ZAPATA	3,677	0.6%
<b>HSR 11 Total</b>	<b>574,151</b>	<b>100.0%</b>

1. Women at or under 200% FPL according to the U.S. Census Bureau's 2013 Small Area Health Insurance Estimates (SAHIE) model.

# **Attachment B – Contractor’s Revised Program Forms**

## FORM H: FUNDING REQUEST AND CLIENTS SERVED

**Legal Business Name of**

**Respondent:** Community Health Center of Lubbock, Inc.

### Funding Requests

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- x Assisting eligible women with enrollment into the HTW Fee-for-Service Program; x Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program; x Staff development and training related to HTW Fee-for-Service Program service delivery; and
- x Client and community based educational activities related to the HTW Fee-for-Service Program.

<b>Total Funding Request</b>	\$ 409,715
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### Clients Served:

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent's effectiveness in providing the proposed support services under the contract resulting from this RFP.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients respondent intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

**Table 1: Clinical Services**

<b>Proposed Number of Clinical Clients to be Served:</b>	3,140
--	-------

## FORM I: WORK PLAN

### Legal Business Name of

**Respondent:** Community Health Center of Lubbock, Inc.

1. Reference the instructions on Form I - Work Plan Guidelines.
  2. Respondent must not exceed 4 pages per program component, for a total of 20 pages.
- 

### Program Administration and Management:

**a. Identify the services respondent proposes to provide:**

With the Healthy Texas Women (HTWP) funding CHCL's team of professional will provide preventive health, medical counseling, and educational services that assist low-income women to manage their fertility and achieve optimal reproductive and general health and include, the following services: pelvic examinations, contraceptive services (pregnancy prevention and birth spacing), pregnancy testing and counseling, sexually transmitted infection services, breast and cervical cancer screenings and diagnostic services, immunizations, cervical dysplasia treatment, and other preventive services. CHCL staff already deliver on-site primary and preventive medical and oral health care, supplemental health services as needed, and enabling services (translation, eligibility assistance, outreach and transportation. Emergency and other services, while not included as part of the proposed project will be available through existing resources.

CHCL faces challenges with patient mammography compliance amongst women over age 40. These challenges arise because of both affordability and location of the mammography services. CHCL proposes to add a mammography unit to our X-Ray department which will facilitate easy access and affordability. The X-Ray department will be staffed by a 0.5FTE X-Ray Technician.

**b. Identify the Priority Population to be served;**

The priority population to be served under this grant will be uninsured women, ages 18 to 44, that are currently being served under the Women's Health Services or receiving any family planning services under any other program, and any new clients that qualify for this program.

**c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;**

Organizational Work Force: To accomplish the proposed project CHCL will assure provider and support Staff FTE at each of the 6 clinics include: Physician, Advanced Practice Nurse (APN), LVN/MA, Receptionist, Phone operator and Financial Screener: 1.0. Providers will be tasked with using appropriately approved protocols and/or standing delegation orders (from Medical Director) for diagnosis and treatment of patients, consistent with industry standards. The noted staff will be supported via 0.18 FTE key personnel and other support staff members.

Two full time Care Coordinator will be utilized throughout all the clinics to:

- Facilitate rapid scheduling of appointments, tests and procedures
- Assist with coordination of annual screenings

- With guidance from the provider will provide information about symptom management
- With guidance from the provider provide will provide on-going disease information, education and support services

Support Systems: CHCL currently offers a wide-array of medical and oral health services using a multi-site, freestanding family practice model of care. CHCL's team of professional staff deliver on-site primary and preventive medical and oral health care, immunizations, supplemental health services as needed, and enabling services (translation, eligibility assistance, outreach and transportation). Emergency and other services, will not be included as part of the proposed project but will be available through existing resources. The Board has policies and procedures in place that meet Joint Commission standards. CHCL's EHR and Accounting systems are appropriate to manage all clinical and fiscal aspects.

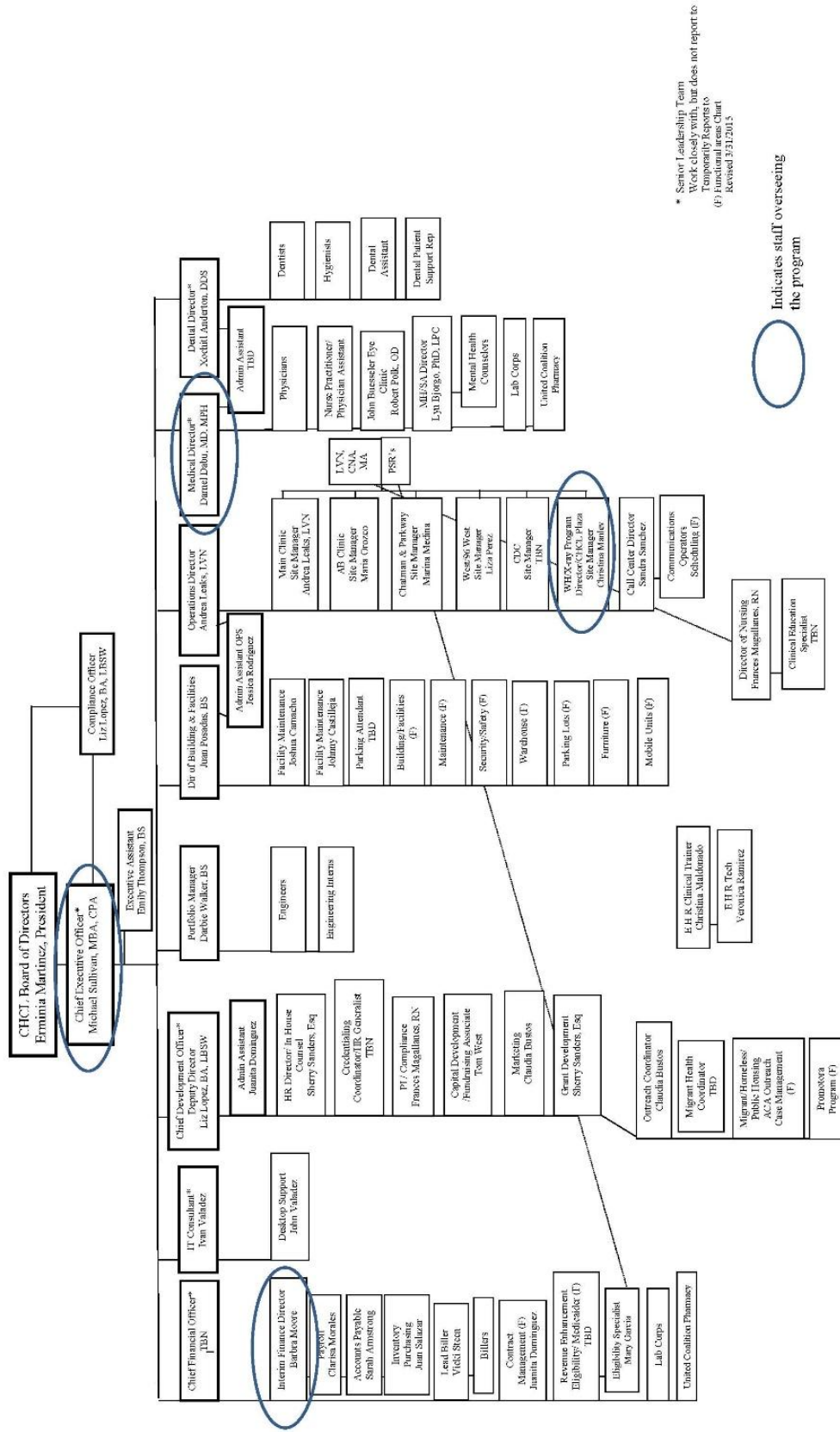
Other infrastructure: CHCL's information structure includes electronic practice management and electronic health records (medical and dental). Appointments, reminders, tracking of referrals and tests, and access to evidence-based tools that providers can use to make decisions about a patient's care, and facilitate service delivery.

CHCL has in place a Policy/Competency/SOP (Standard Operating Procedure) Committee. This committee meets regularly, at least monthly, and more frequently when needed. As changes in existing programs, new programs, or compliance regulations change, this committee works to update or develop new policies and procedures.

Training and Development is in the purview of the Human Resources Department and the Performance Improvement Committee. Training needs are identified through chart audits, clinic walk-throughs, patient complaints, etc. Training is conducted as needed. Required training to meet regulatory compliance, or grant requirements are included in the annual training calendar.

- d. **Include a copy of the Institutional Review Board's approval if the respondent is currently conducting research on individuals who receive services through any HHSC-funded programs;** CHCL is not currently conducting any research on individuals who receive services through any HHSC-funded programs.
- e. **Provide an Organizational Chart**  
See following page.





\* Senior Leadership Team  
Work closely with, but does not report to  
Temporarily Reports to  
(F) Functional Area Chart  
Revised 3/11/2015

Indicates staff overseeing the program

**f. Job descriptions** for the following key employees related to the HTW Program are being provided: Medical Director, Staff Physician, Nurse Practitioner, Clinical/Program Director, PI/Compliance Coordinator, EHR Clinical Specialist, Interim Finance Director, Financial Screener (eligibility) and Billing Clerk. See attached at the end of Form I.

**g. Describe how respondent will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the contract term.**

CHCL has a long history of managing state grants. Our system includes the use of electronic systems and assuring accuracy, along with timeliness in reporting, along with appropriate storage and billing of related service information. CHCL has policies, procedures, protocols, Standing Delegation Orders (SDO), data gathering, reporting, administrative and clinical systems in place to meet requirements set forth by various state and federal funding sources including those under this funding initiative. CHCL utilizes Electronic Information Systems to support publicly funded community health center practices clinical, patient, and fiscal data gathering tasks.

Reporting requirements for this grant will be programmed into the CHCL practice management systems and can be adapted as requirements change to assure timely submission of required reports and billings. Accuracy of data is quality checked on a regular basis to assure accuracy. CHCL has an internal audit process to ensure staff is accurately documenting the status and enrollment of patients so data is valid when submitting to HHSC. Data is stored electronically and protected by an offsite back-up system to assure its availability in the event of a malfunction of main systems. Data reports are generated free of patient data using assigned coding systems and reflect aggregate information unless otherwise predetermined and patients have authorized its release. PI data is maintained in a secure area in the PI Department.

Charges are entered at the time of the visit to determine if collections need to be from the patient or from a third party. If fees are collected from the patient, CHCL collects minimum copays prior to the visit. To submit claims to a third party, these are submitted each Monday for the prior week. The Billing Department of CHCL consists of five staff members that monitor and track unpaid claims and work to make those collections. CHCL uses Success EHS for practice management functions. The practice management system tracks encounters, billings, collections, patient information and demographics, allowing CHCL to generate accurate and appropriate reports on an ongoing and annual basis. Accurate collection and organization of data for required reporting of program-related statistics, as well as for internal monitoring and quality improvement is achieved. This integrated system brings information from clinical, administrative and financial operations into one place, allowing CHCL to grasp the full scope of performance and organizational wellness and strength. The system allows close monitoring of the budget(s) in order to ensure the provision of support services to clients throughout the contract terms.

The practice management system also generates aged accounts receivable by income source for analysis of efficiency of financial operations. CHCL also makes use of the Financial Edge Nonprofit Accounting Software to manage grant revenues, ensuring compliance with funding requirements and easy access to financial data to monitor various *fiscal* ratios on a regular basis. To maximize collection abilities, CHCL also utilizes the Medicaid Software to determine eligibility for Medicaid, CHIP, State grants, and special population grants, thus increasing financial stability through the organization's ability to collect payments from third party payors.

CHCL is financially viable and continues to maintain an unqualified audit opinion. CHCL has in place written billing, credit and collection policies and procedures, which include cash and internal controls, income documentation, purchasing and requisitions, accounts receivable and data processing, handling of bad debts on a regular basis, and systems for billing third parties within 15 days of service provision.

**Quality Assurance/Quality Improvement:**

- a. **Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process and who is responsible for ensuring QA/QI policies and procedures are updated. Respondent must include job titles and qualifications of the identified individuals; and**
- b. **At a minimum, provide the following information:**
  - i. **Medical Director's involvement in the QA/QI activities:** The Medical Director is the Chairman of the Performance Improvement (PI) Committee. He is an integral part of the PI/Compliance Program and reports to the Board of Directors on a monthly basis. Other Leadership Staff that participate include: CEO, CDO, Dental Director, Interim Finance Director, PI Coordinator, Director of Operations, Human Resources, Program Coordinator, Site Managers, Eligibility Specialist/Clerical Supervisor, and Billing.
  - ii. **Activities used to identify trends of needed improvement and the frequency of those activities:** Health measure reports are run electronically and reported on a monthly basis to the PI Committee and the Board of Directors.
    - a. Monthly facility walk-throughs are conducted by the Safety Coordinators at each clinic. The findings and the progress on corrective actions are reviewed during the monthly Operations Walk-throughs which are conducted by key Administrative and Management Staff. The Environment of Care Annual Evaluation, which is presented to the Board of Directors, contains a summary of the walkthroughs conducted.
    - b. Patient Satisfaction surveys are conducted quarterly and reported to the PI Committee and the Board of Directors on a quarterly basis. Identified concerns or issues are addressed and corrections put in place as necessary.
  - iii. **Activities to ensure correction and follow-up to findings identified:**
    - a. Findings are noted in the PI Committee Meeting Agenda as "Follow Up Items" and tracked until corrected.
    - b. For issues that require extensive work, staff will use an A3. An A3 is a paper sized the metric equivalent of 11" x 17". This format is used to display the problem solving process or the complete planning project on one sheet of paper.
  - iv. **Use and frequency of client satisfaction surveys:**

Surveys are conducted quarterly in each clinic. A summary of the findings is made available to the PI Committee, Directors, Providers, Site Managers, Team Leaders, Supervisors, the CEO and the Board of Directors. The information is used for planning new services or

restructuring existing services and for improving client services identified in need of improvement.

**v. System used to identify, report, and monitor adverse outcomes:**

Incident reports are completed whenever an employee, patient, or visitor suffers injury, or whenever there is an occurrence not consistent with the routine operation of the clinic or the routine care of a particular patient. Incident reports are also completed in all cases of cardiac or respiratory arrest, or death, other than death prior to arrival where resuscitation at the clinic is not indicated. Incident reports are investigated by the Site Managers and can be escalated to the PI/Compliance Coordinator, the CEO and ultimately to the Board of Directors, if necessary. Corrective measures are implemented as indicated. Incident reports are maintained by the Operations Administrative Assistant and reported quarterly to the PI Committee and at least annually to the Board.

Medication near misses and errors are documented, investigated and trended by the PI/Compliance Coordinator.

Adverse Outcomes/Sentinel Events: An adverse event is “An injury resulting from a medical intervention related to a medication, including harm from an adverse drug reaction or a medication error.”<sup>1</sup> An adverse outcome is the actual harm to the patient. Adverse outcomes will be reported on an incident report form. Adverse outcomes will be investigated by the PI/Compliance Coordinator. Corrective action will be taken as appropriate, and follow-up will be conducted as indicated. Adverse events are reported to the PI Committee quarterly and at least annually to the Board.

A Sentinel event is defined as “A patient safety event (not primarily related to the natural course of the patient’s illness or underlying condition) that reaches a patient and results in death, permanent harm, or severe temporary harm. Sentinel events are a subcategory of adverse events.”<sup>2</sup> The Medical Director is notified when a sentinel event occurs, or possibly may have occurred. The Medical Director determines whether the event meets the criteria for review in accordance with the CHCL policies, and notifies the CEO in writing. An initial on-site evaluation is conducted, and if warranted, a comprehensive root cause analysis is conducted. Sentinel events reported to the PI Committee quarterly and at least annually to the Board.

**vi. Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process:**

- a. Protocols for midlevel practitioners are developed jointly by the Medical Director and the midlevel providers. Various texts and other reference books may also be utilized. Each midlevel and their supervising physician review the protocols annually and the supervising physician and Medical Director acknowledge, in writing, that they have reviewed the protocols. CHCL has adopted and provides the 5 Minute Consult 2016

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<sup>1</sup> <https://e-dition.jcrinc.com/Frame.aspx>

<sup>2</sup> <https://e-dition.jcrinc.com/Frame.aspx>

by Frank J., M.D. Domino, Robert A., M.D. Baldor, Jeremy, M.D. Golding and Jill A., M.D. Grimes and to all family practice providers: *Pediatric Clinical Practice Guidelines & Policies: a compendium of evidence-based research for pediatric practice*, by the American Academy of Pediatrics for the pediatric providers; and *Williams Obstetrics* by Barbara Hoffman, Robyn Horsager, Patricia Santiago-Muñoz, and Kevin Worley), for perinatal providers. CHCL has also adopted and provides midlevel providers with *Clinical Guidelines in Family Practice*, 4th Edition by Constance Uphold and Mary Graham.

- b. Delegation Protocol: CHCL complies with SB 406, which was passed in 2013. The purpose of SB 406 is to:
- Encourage the more effective utilization of the skills of a physician by establishing guidelines for the delegation of health care tasks to qualified APRNs and PAs
  - Allow APRNs/PAs to practice at the full extent of their education and experience
- c. Standing Delegation Orders: (SDOs) are developed by the Medical Director, with input from the providers, and the PI/Compliance Coordinator, as needed. Standing delegation orders are updated annually.

**vii. Professional Development**

**a. Describe how respondent will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures:**

CHCL will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures by assuring that they attend webinars, conference calls, and in person trainings available through HHSC. Chart audits will be used to identify any areas that may be in need of improvement, and retrain as necessary.

**b. Identify staff, including job titles that will attend HHSC required trainings.**

Staff that will attend the trainings will be: the Clinical/Program Director, the PI/Compliance Coordinator, APN, and the Eligibility Specialist (representing billing and eligibility).

**viii. Recruitment**

**Respondent must describe how it will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.**

CHCL Provider Staff in each clinic will provide hand out pamphlets to educate clients about the HTW program. The HTW program will also be added to CHCL's information fliers.

The Outreach Department will hold at least 4 focus groups in target areas to inform the prospective users of the clinic about the HTW program. Fliers will be available at all CHCL sponsored health fairs.

**Long-Acting Reversible Contraception (LARC) Usage:**

- a. Describe which LARC methods will be provided at respondent's clinic(s) and which LARC methods will be provided by referral.**

The LARC methods that will be provided at CHCL are the following Inter Uterine Devices:

- Mirena
- Skyla
- Paraguard
- Nexplanon

We do not refer out for LARC unless it involves removal of device that we are unable to perform in clinic.

- b. Describe efforts respondent will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population.**

CHCL providers will show videos and hand out pamphlets to educate clients about LARC usage. One on one counseling with patients will also be conducted during their visit to ensure the patient is a safe candidate for the LARC.

- c. Describe professional development opportunities that respondent will employ for staff related to LARC utilization and education.**

Whenever HHSC holds a clinical conference we will send provider representatives to learn about utilization and education. In-service programs will be used to educate those that do not attend the conferences.

## FORM I: WORK PLAN

<b>Program Component B</b> <b>Program Administration and Management</b>				
<b>Goals: Population Health</b>				
<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
<b>a.</b> Support a HTW Clinical/Program Director position for this grant  <b>b.</b> Train the Clinical/Program Director  <b>c.</b> To utilize this funding care for the populations in most need  <b>b.</b> Utilize 2 Care Coordinators to: <ul style="list-style-type: none"> <li>● Facilitate rapid scheduling of appointments, tests and procedures</li> <li>● Assist with coordination of annual screenings</li> <li>● Provide information about symptom management</li> <li>● Provide on-going disease information, education and support services</li> </ul>	<b>a.</b> Identify the best prospect, internally, or hire a Program Coordinator  <b>b.</b> Attend HHSC sponsored training as it becomes available  <b>c.</b> Identify prospective patients by targeting low-socioeconomic communities by means of at least four (4) focus groups  <b>b.1.</b> Advertise internally for position, and/or externally if needed  <b>b.2.</b> Hire Care Coordinator  <b>b.3.</b> Train  <b>b.4.</b> Commence utilizing Care Coordinator.	<b>a.</b> Program Coordinator in place  <b>b.</b> Receipts of registration, travel and lodging  <b>c.</b> Four (4) focus groups will be held from July 1, 2016 to August 31, 2016  <b>b.1.</b> Copies of ads.  <b>b.2.</b> HR hiring records  <b>b.3.</b> Training records  <b>b.4.</b> EHS reports on Care Coordinator activity	<b>a.</b> Human Resources  <b>b.</b> Clinical/Program Director  <b>c.</b> Outreach Coordinator  <b>b.1.</b> Clinical/Program Director  <b>b.2.</b> Clinical/Program Director  <b>b.3.</b> Clinical/Program Director  <b>b.4.</b> Clinical/Program Director	<b>a.</b> July 15, 2016  <b>b.</b> October 30, 2016  <b>c.</b> August 31, 2016

## FORM I: WORK PLAN

### Program Component B Quality Assurance/Quality Improvement

#### Goals: Performance Improvement

Objectives	Activities	Measurement	Staff Responsible	Completion Date
<b>a.</b> To improve the percentage of women age 21 to 44 who have had a pap test as recommended by the American Cancer Society/American Society for Colposcopy and Cervical Pathology/American Society for Clinical Pathology (ACS/ASCCP/ASCP).	<b>a.</b> A base line will be established using data from September 1, 2015 to August 31, 2016.	<b>a.</b> The % of female patients 21 – 44 years of age receiving one or more Pap tests from July 1, 2016 to August 31, 2017.	<b>a.</b> EHR Specialist	<b>a.</b> 10/31/2016
	<b>a.1.</b> Pre-work, commencing July 1, 2016, will include flagging the records of patients due or past due their pap test and facilitating appointments for pap tests.  <b>a.2.</b> EHS reports of percentage of women ages 21 to 44 indicate improvement		<b>a.1.</b> Care Coordinator and/or the nurse  <b>a.2.</b> PI/Compliance Coordinator	<b>a.1.</b> Ongoing  <b>a.2.</b> August 31, 2016
<b>b.</b> To improve the percentage of women ages 40-44 who have had a mammogram within the year,	<b>b..</b> Request a mammography unit from HHSC.  <b>b.1</b> Once funding is received, purchase and install mammography unit.  <b>b.2.</b> Hire X-Ray Technician.  <b>b.3.</b> Commence services	<b>b.</b> Grant application request for mammography unit.  <b>b.1.</b> Bids and purchase of unit.  <b>b.2.</b> Copies of job announcement  <b>b.3.</b> X-Ray tech hired, equipment, policies, etc. in place.		



### Program Component C Professional Development

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
<b>a.</b> Assure that the Medical Director , the Clinical/Program Director, the Eligibility Specialist and clinicians receive the training necessary to manage the care of the patients under this grant	a. Clinical/Program Director, PI/Compliance Coordinator, APN, and the Eligibility Specialist will attend the HHSC Annual Healthy Texas Women Conference	a. Registrations, travel and lodging receipts	a. Clinical/Program Director	a. As scheduled by HHSC
	<b>a.2.</b> HHSC client eligibility training (Key staff) in addition to the HHSC training	<b>a.2.</b> Sign in sheets. Evaluation forms	<b>a.2.</b> Clinical/Program Director	<b>a.2.</b> As scheduled by HHSC
	<b>a.3.</b> Child abuse reporting requirement training	<b>a.3.</b> Sign in sheets Attendance rosters	<b>a.3.</b> Clinical/Program Director	<b>a.3.</b> July 2016
	<b>a.4.</b> Human trafficking training	<b>a.4.</b> Sign in sheets Attendance rosters	<b>a.4.</b> Clinical/Program Director	<b>a.4.</b> July 2016
	<b>a.5.</b> Intimate Partner Violence (IPV) training	<b>a.5.</b> Sign in sheets Attendance rosters	<b>a.5.</b> Clinical/Program Director	<b>a.5.</b> July 2016
	<b>b.</b> Contact vendor to schedule training	<b>b.</b> Certificate of Training	<b>b.</b> Clinical/Program Director	<b>b.</b> Ongoing, as needed
<b>b.</b> Train new hire providers on LARC				

**FORM I: WORK PLAN**

**Program Component D  
Recruitment**

**Goals:**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
<b>a.</b> Develop a HTW pamphlet and a LARC pamphlet	<b>a.1.</b> Convene a team to gather information to include in pamphlets	<b>a.1.</b> Team in place	<b>a.1.</b> Outreach Department Coordinator	July 15, 2016
	<b>a.2.</b> Conduct a PDCA for each of the pamphlets with a few patients.	<b>a.2.</b> Results of PDCAs	<b>a.2.</b> Outreach Department Coordinator	
	<b>a.3.</b> Completion of pamphlet	<b>a.3.</b> Completed PDCA ready for use	<b>a.3.</b> Outreach Department Coordinator	<b>a.3.</b> July 30, 2016
<b>b.</b> Provider staff distribute at least 30 HTW pamphlets per month and 10 LARK pamphlets to prospective candidates.	<b>b.</b> Track number of pamphlets distributed and how many remaining per month	<b>b.</b> Provision and Distribution reports	<b>b.</b> Outreach Department Coordinator	<b>b.</b> Commencing August 1, 2016 and on-going

**FORM I: WORK PLAN****Program Component E  
LARC Usage****Goals:**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
<b>a.</b> Insert at least 2 long-acting reversible contraceptive devices per month.  <b>b.</b> Provider staff distribute at least 10 LARK pamphlets to prospective candidates every month.	<b>a.</b> Assure training of providers on insertion and removal of LARC devices  <b>b.</b> Track number of pamphlets distributed and how many remaining per month	<b>a.</b> Certificates filed in provider's personnel file.  <b>b.</b> Provision and Distribution reports	<b>a.</b> MD, APN  <b>b.</b> Clinical/Program Director	<b>a.</b> July 15, 2016

# **Attachment C – Contractor’s Revised Budget**

## General Instructions for Completing Budget Forms

In preparing the budget, you must budget all costs that your organization will incur in carrying out the Healthy Texas Women Program. Instructions for completing the budget template follow:

- \* Enter the legal name of your organization in the space provided for "Legal Name of Respondent" on the budget summary page. Doing so will populate the budget category detail templates with the organization's name.

\*

Complete each budget category detail template. If a primary budget category detail template does not accommodate all items in your budget, use the respective supplemental budget templates at the end of this workbook. The total of each supplemental category detail budget template will automatically populate to the last line of the respective primary budget category template.

- \* After you complete each budget category detail template, go to the Budget Summary.
- \* Distribute the total amount in column 1 in each budget category manually among the various funding sources (columns 2 through 6).
- \* Refer to the table below the budget template table to verify that the amounts distributed (Distribution Total) in each budget category equals the "Budget Total" for each respective category. Next, verify that the overall total of all distributions (Distribution Totals) equals the Budget Total.
- \* Fill all budget forms out in **WHOLE DOLLARS**.

# FORM F: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

Community Health Center of Lubbock, Inc.

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	\$894,869	\$183,619	\$711,250
B. Fringe Benefits	\$223,717	\$46,981	\$176,736
C. Travel	\$4,288	\$4,288	\$0
D. Equipment	\$159,406	\$159,406	\$0
E. Supplies	\$41,719	\$4,172	\$37,547
F. Contractual	\$90,200	\$0	\$90,200
G. Other	\$75,000	\$11,250	\$63,750
H. Total Direct Costs	\$1,489,199	\$409,715	\$1,079,484
I. Indirect Costs	\$0		
J. Total (Sum of H and I)	\$1,489,199	\$409,715	\$1,079,484

**NOTE:** The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in **whole dollars**. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$894,869	\$894,869	Fringe Benefits	\$223,717	\$223,717
	Travel	\$4,288	\$4,288	Equipment	\$159,406	\$159,406
	Supplies	\$41,719	\$41,719	Contractual	\$90,200	\$90,200
	Other	\$75,000	\$75,000	Indirect Costs	\$0	\$0

<b>TOTAL FOR:</b>	<b>Distribution Totals</b>	<b>\$1,489,199</b>	<b>Budget Total</b>	<b>\$1,489,199</b>
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List any budget assumptions below:

# FORM F-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

Community Health Center of Lubbock, Inc.

PERSONNEL	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Functional Title + Code E = Existing or P = Proposed							
Clinical/Program Director E	N	Program Elements	0.5	NA	\$5,250.00	12	\$31,500
Care Coordinator P	Y	Insure pt. tracking and follow through	2	Yes	\$2,122.92	12	\$50,950
Screening and Eligibiltiy P	Y	Getting Pt. on funding	1.5	NA	\$2,122.92	12	\$38,213
Billing Position P	Y	Correct Billing	1	NA	\$2,512.50	12	\$30,150
Phone Operator E	N	Calls and transfers	0.2	NA	\$2,120.08	12	\$5,088
Medical Director E	N	Leadership	0.05	Yes	\$18,565.75	12	\$11,139
Physician E	N	Clinical Care	1.5	Yes	\$16,125.00	12	\$290,250
Midlevel Provider E	N	Clinical Care	2	Yes	\$7,250.00	12	\$174,000
LVN E	N	Clinical Care Support	3.5	Yes	\$3,250.00	12	\$136,500
MA E	N	Clinical Care Support	3.5	Yes	\$2,250.00	12	\$94,500
Radiology Tech P	Y	Mammography, IUD location	0.5	Yes	\$2,666.67	12	\$16,000
Outreach Staff E	N	Focus groups, brochures, calendar activities	0.25	NA	\$2,833.33	12	\$8,500
PI/Compliance Coordinator	N	Quality Assurance	0.1	Yes	\$6,732.58	12	\$8,079
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							\$0
						SalaryWage Total	\$894,869

FRINGE BENEFITS	Itemize the elements of fringe benefits in the space below:	
		\$183,619
	Fringe Benefit Rate %	25.00%
	Fringe Benefits Total	\$223,717

# FORM F-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

Community Health Center of Lubbock, Inc.

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	
			Days/Employees		
Travel to conference	Needed Training	Austin	4 employees for 2 days	Mileage	
				Airfare	\$2,000
				Meals	\$400
				Lodging	\$1,200
				Other Costs	\$400
				Total	\$4,000
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS					\$0



Total for Conference / Workshop Travel

\$4,000

**Other / Local Travel Costs**

Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)
Travel in the region	500	\$0.575	\$288		\$288
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
			\$0		\$0
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS					\$0

Total for Other / Local Travel

\$288

Other / Local Travel Costs: \$288

Conference / Workshop Travel Costs: \$4,000

Total Travel Costs: \$4,288

Indicate Policy Used:

Respondent's Travel Policy

State of Texas Travel Policy

Revised: 7/6/2009

FORM F-3: EQUIPMENT AND CONTROLLED ASSETS Budget Category  
Detail Form

Legal Name of Respondent:

**Community Health Center of Lubbock, Inc.**

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
Computer	Needed for the Care Coordinator	2	\$1,500	\$3,000
Mamography	Mamography	1	\$128,436	\$128,436
EKG	EKG needed	1	\$3,000	\$3,000
Welch Allyn Video Colposcope	Colposcopy Machine	2	\$11,730	\$23,460
Welch Allyn Kleen Spec Cordless Illumination System	Pap Test	6	\$252	\$1,510
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS				\$0

Total Amount Requested for Equipment:

**\$159,406**

## FORM F-4: SUPPLIES Budget Category Detail Form

**Legal Name of Respondent:**

**Community Health Center of Lubbock, Inc.**

Itemize and describe each supply item and **provide an estimated quantity and cost (i.e. #of boxes & cost/box) if applicable.** Provide a justification for each supply item. Costs may be categorized by each general type (e.g., office, computer, medical, educational, etc.) Check the Contractor's Financial Procedures Manual for definition of supplies.

Description of Item [If applicable, provide estimated quantity and cost (i.e. # of boxes & cost/box)]	Purpose & Justification	Total Cost
Medical Supplies	Various Medical supplies to enable staff to provide the patient care.	\$32,000
Other Supplies	Other supplies such as ink cartridges for copiers and printers.	\$3,450
Office Supplies	Office supplies such as pens / paper used to place information in medical records, facilitate the capturing of all services in the computer system, etc.	\$6,269
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS		\$0

Total Amount Requested for Supplies:

**\$41,719**

## FORM F-5: CONTRACTUAL Budget Category Detail Form

**Legal Name of Respondent:** Community Health Center of Lubbock, Inc.

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
Contract Pharmacy Expense (United Coalition Pharmacy)	Phurchase 340B medications	To provide reduced cost pharmaceuticals to the patients to hel them improve their health	Monthly	1	\$36,500.00	\$36,500
Pharmacy Dispensing Fee (United Coalition Pharmacy)	to bottle, label, and dispense medications thru a pharmacy	To correctly dispense medications and educate patients by the pharmacist	Monthly	1	\$22,189.00	\$22,189
Contract Lab (LabCorp)	Various medical labs	To help providers manage a patient's care, labs are ordered	Monthly	1	\$23,011.00	\$23,011
Spikes Imaging	Radiology	To provide OB ultrasounds	Monthly	1	\$2,000.00	\$2,000
Joe Arrington Cancer Center	Referral Source	To provide cervical and breast cancer treatment	Monthly	1	\$6,500.00	\$6,500
						\$0
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

Total Amount Requested for CONTRACTUAL:

**\$90,200**

# FORM F-6: OTHER Budget Category Detail Form

Legal Name of Respondent:

Community Health Center of Lubbock, Inc.

Description of Item [If applicable, include quantity and cost/quantity (i.e. # of units & cost per unit)]	Purpose & Justification	Total Cost
Telephone	Telephone service and T1 connectivity to enable the computers to communicate to the server from our multiple sites.	\$4,650
Licenses / Permits	To enable staff to maintain their licenses such as CPR and others that are appropriate to their positions.	\$1,100
Lease - Facility Cost	Lease expenses of our clinical sites and administrative site	\$40,500
Facility Maintenance	Basic maintenance of the buildings	\$2,500
Books / Periodicals	Books to help providers learn, help with CPT and ICD9 coding, etc.	\$450
Printing / Copying	Printing of forms used in medical records for referrals, documentation of eligibility, etc.	\$6,000
Membership Dues	Membership dues to organizations nationally and state level to support efforts of FQHCs.	\$1,800
Insurance Policies	Various policies including Umbrella, Workers Comp, Directors and Officers, Auto, GAP to protect the organization	\$3,200
Postage	To facilitate mailings to patients for lab results, appointment reminders, etc. (if approved by pateint to mail)	\$1,900
Patient Transportation	Purchase of bus passes to give patients to make it to their appoitments or often to help them get home from their appointment.	\$400
Patient Education	Tools to help educate patients on various health related issues.	\$800
Utilities	Electricity and water utilities to manage the clinics.	\$3,000
Janitorial Services	Late afternoon and evening janitorial services to sterilize the clinics and clean to be ready the next morning for services.	\$7,700
Audit	A-133 Audit	\$1,000
TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS		\$0

Revised: 7/6/2009

Total Amount Requested for Other:

**\$75,000**

## FORM F - 7 Indirect Costs

Legal Name of Respondent:

Community Health Center of Lubbock, Inc.

Total amount of indirect costs allocable to the project:

Amount:

Indirect costs are based on (mark the statement that is applicable):

\_\_\_\_\_  
The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)

RATE:

BASE:

\_\_\_\_\_  
*Applies only to governmental entities*. The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.

RATE:

TYPE:

BASE:

**GO TO PAGE 2 (below)**

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**



# **Attachment D – Contractor's Original Application**

## **Section 1 – Executive Summary**

CHCL is a Joint Commission accredited Federally Qualified Health Center, in operation since 1992. Since opening its original clinic at 1318 Broadway twenty-four years ago to the underserved, CHCL has developed into an inter-connected network of eight clinics within the city of Lubbock. Additionally, CHCL operates two mobile units that provide medical and dental services to the counties of Lubbock, Crosby, Lynn, Terry, and Garza. CHCL's mission is to provide quality primary and preventative health care services to those in need. CHCL hopes to obtain funding under the Healthy Texas Women's (HTW) Program; thus, allowing the Texas Health and Human Services Commission (HHSC) to continue its mission of maintaining and improving the health system in Texas and continue furthering HHSC's basic philosophy of contracting for results.

CHCL is a Medicaid provider and has been providing women's health and family planning services for decades. Currently, six out of eight CHCL clinics provide women's health services. CHCL currently offers a full range of services to women, including contraceptive management services, pre/perianal care, cervical cancer screening, STIs, and other health services. With funding under the HTW Program, CHCL will provide preventative health, medical, counseling, and educational services that will assist low-income and uninsured women. CHCL's priority population is uninsured women between the ages of 18 and 44 that are currently being served under the Women's Health Services or receiving any family planning services under any other program, as well as any new clients between the ages of 15 and 44 at or above the Federal Poverty Level (FPL) who are U.S citizens or legal immigrants and are not pregnant and are eligible under the HTW Program. CHCL will provide the following Long-Acting Reversible Contraception (LARC) methods at CHCL clinics: Mirena, Skyla, Paraguard, and Nexplanon. Women will not receive LARC unless they have been educated about LARC usage through videos, pamphlets, and one-on-one counseling. CHCL intends to insert at least two LARC devices per month.

CHCL intends to serve 3,140 unduplicated women with the funding received from HHSC. In order to provide services to 3,140 Lubbock women, CHCL is requesting \$1,510,763 to fund personnel, travel, equipment, supplies, and contractual obligations. The personnel needed include the following: a 0.5 FTE Clinical/Program Director, 2 FTE Care Coordinators to facilitate rapid scheduling of appointments, tests, and procedures and also assist with coordination of annual screenings, 1.5 FTE Screener, 1 FTE Biller, 0.2 FTE Phone Operator, 0.05 FTE Medical Director, 1.5 FTE Physician, 2 FTE Midlevel Provider, 3.5 FTE LVN, 3.5 FTE Medical Assistant, 0.25 FTE X-ray Technician, 0.25 FTE Outreach Staff, and 0.1 FTE PI/Compliance Coordinator. The care coordinator, screening, billing, and X-ray tech positions are all vacant. Equipment needed includes 2 computers, 1 mammography machine, 1 EKG, 2 colposcopy machines, and 6 cordless illumination systems for pap tests.

Key employees at CHCL have years of experience managing funds under local, state, and federal programs. CHCL's chief executive officer alone has been with CHCL for over 23 years. Further, employees providing women's health services are experienced and knowledgeable in the area of women's health. One of CHCL's women's health providers alone has over 54 years experience in women's health.

CHCL will ensure that the clinical/program director, PI/compliance coordinator, midlevel provider, and eligibility specialist (representing billing and eligibility) attend all required LARC, frontline staff, and HTW eligibility screening and applicable procedures trainings.

CHCL subcontracts with the Joe Arrington Cancer Center, Spikes Imaging, LabCorp, and United Coalition Pharmacy to ensure continuity of care. CHCL's staff has experience developing and negotiating contracts with subcontractors, and CHCL will ensure that any of its subcontractors meet the same requirements and level of experience as CHCL.

In order to inform women of the services provided under the HTW Program, CHCL's outreach team will collaborate with local media outlets such as Latino Lubbock, the Southwest Digest, and South Plains Catholic Newspaper to publish information about the program, place information on CHCL's marquee, present information at various community meetings, book radio and television segments, and distribute brochures. The outreach team will also work with local community organizations and agencies to disseminate information and material.

CHCL's medical director, PI/compliance coordinator, and other designated staff will follow all procedures under the organization's quality improvement plan – such as conducting walk-throughs, maintaining patient satisfaction surveys, generating incident reports – to ensure quality improvement policies and procedures are followed and updated. As part of CHCL's performance improvement plan, the organization hopes to improve the percentage of women age 21 to 44 that have had a pap test. CHCL also hopes to improve the percentage of women ages 40 to 44 who had a mammogram within the year. CHCL will adhere to the reporting requirements outlined by HHSC. CHCL will utilize its Electronic Information Systems to track and gather tasks and data. The organization also uses the Financial Edge Nonprofit Accounting Software to manage grant revenue. In accordance with the program guidelines, CHCL will not perform or promote elective abortions, nor shall CHCL affiliate with an entity or individual that performs or promotes elective abortions.

In conclusion, as required under the HTW Program guidelines, CHCL will use the \$1,510,763 requested funds from the HHSC to increase access to women's health services and family planning services to prevent unintended pregnancies, positively affect the outcome of future pregnancies, and positively impact the health and wellbeing of women and their families.

**FORM A: PROPOSAL TABLE OF CONTENTS AND CHECKLIST****Legal Business Name of****Respondent:** Community Health Center of Lubbock, Inc.

In coordination with the requirements of **Section 3.8 Format and Content**, this form is provided to ensure respondents submit the required forms required in Section 2 -- Completed Forms A-M-1, and Section 7 -- Certifications and Other Required Forms contained in Appendix D. Be sure to indicate page number.

<b>PROGRAM FORMS</b>	<b>DESCRIPTION</b>	<b>Included</b>	<b>Page #</b>
<b>A</b>	Proposal Table and Contents and Checklist	X	3
<b>B</b>	Texas Counties and Regions List Served by Project	X	4
<b>C</b>	Contact Person Information	X	5
<b>D</b>	Deleted -- nothing to be submitted	N/A	N/A
<b>E</b>	Deleted -- nothing to be submitted	N/A	N/A
<b>F</b>	Budget Summary and Details	X	6-16
<b>G</b>	Respondent Background	X	17-29
<b>H</b>	Funding Request and Performance Measures	X	30
<b>I</b>	Work Plan	X	31-75
<b>J</b>	Assessment Narrative	X	76-78
<b>K</b>	Healthy Texas Women Clinic Site Readiness	X	79-84
<b>K-1</b>	Healthy Texas Women Clinic Sites*	X	85-90
	*Include submission date for Medicaid application if respondent is in the process of enrolling in Medicaid		
<b>L</b>	Staff Development Plan	X	91-92
<b>L-1</b>	Staff Development Training Calendar	X	93
<b>M</b>	Community Education/Program Promotion Plan	X	94
<b>M-1</b>	Community Education/Program Promotion Calendar	X	95-97

**NOTE:** Appendix E: Healthy Texas Women Certification may be included in a respondent's proposal after Form M-1: Community Education/Program Promotion Calendar.

98-137

<b>REQUIRED FORMS</b>	<b>DESCRIPTION</b>	<b>Included</b>	<b>Page #</b>
<b>1</b>	Child Support Certification	X	138
<b>2</b>	Debarment, Suspension, Ineligibility, and Voluntary Exclusion of Covered Contracts	X	139
<b>3</b>	Required Certifications	X	140-141
<b>4</b>	Federal Lobbying Certification	X	142
<b>5</b>	Anti-Trust Certification	X	143
<b>6</b>	Respondent Information and Disclosures	X	144-148
<b>7</b>	HUB Subcontracting Plan (HSP)	X	149-157
<b>8</b>	HHS Information Security and Privacy Initial Inquiry (SPI)	X	158-172
	Addendums	X	173-175

**FORM B: TEXAS COUNTIES AND REGIONS LIST SERVED BY PROJECT**

Respondent must identify the counties in which it proposes to provide the services required under this RFP by placing a check-mark or an X in the respective county(ies) box(es).

Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R	Counties	<input checked="" type="checkbox"/>	R
<b>-A-</b>			Crosby	<input type="checkbox"/>	01	Hays	<input type="checkbox"/>	07	Martin	<input type="checkbox"/>	09	Schleicher	<input type="checkbox"/>	09
Anderson	<input type="checkbox"/>	04	Culberson	<input type="checkbox"/>	10	Hemphill	<input type="checkbox"/>	01	Mason	<input type="checkbox"/>	09	Scurry	<input type="checkbox"/>	02
Andrews	<input type="checkbox"/>	09	<b>-D-</b>			Henderson	<input type="checkbox"/>	04	Matagorda	<input type="checkbox"/>	06	Shackelford	<input type="checkbox"/>	02
Angelina	<input type="checkbox"/>	05	Dallam	<input type="checkbox"/>	01	Hidalgo	<input type="checkbox"/>	11	Maverick	<input type="checkbox"/>	08	Shelby	<input type="checkbox"/>	05
Aransas	<input type="checkbox"/>	11	Dallas	<input type="checkbox"/>	03	Hill	<input type="checkbox"/>	07	McCulloch	<input type="checkbox"/>	09	Sherman	<input type="checkbox"/>	01
Archer	<input type="checkbox"/>	02	Dawson	<input type="checkbox"/>	09	Hockley	<input type="checkbox"/>	01	McLennan	<input type="checkbox"/>	07	Smith	<input type="checkbox"/>	04
Armstrong	<input type="checkbox"/>	01	Deaf Smith	<input type="checkbox"/>	01	Hood	<input type="checkbox"/>	03	McMullen	<input type="checkbox"/>	11	Somervell	<input type="checkbox"/>	03
Atascosa	<input type="checkbox"/>	08	Delta	<input type="checkbox"/>	04	Hopkins	<input type="checkbox"/>	04	Medina	<input type="checkbox"/>	08	Starr	<input type="checkbox"/>	11
Austin	<input type="checkbox"/>	06	Denton	<input type="checkbox"/>	03	Houston	<input type="checkbox"/>	05	Menard	<input type="checkbox"/>	09	Stephens	<input type="checkbox"/>	02
<b>-B-</b>			DeWitt	<input type="checkbox"/>	08	Howard	<input type="checkbox"/>	09	Midland	<input type="checkbox"/>	09	Sterling	<input type="checkbox"/>	09
Bailey	<input type="checkbox"/>	01	Dickens	<input type="checkbox"/>	01	Hudspeth	<input type="checkbox"/>	10	Milam	<input type="checkbox"/>	07	Stonewall	<input type="checkbox"/>	02
Bandera	<input type="checkbox"/>	08	Dimmit	<input type="checkbox"/>	08	Hunt	<input type="checkbox"/>	03	Mills	<input type="checkbox"/>	07	Sutton	<input type="checkbox"/>	09
Bastrop	<input type="checkbox"/>	07	Donley	<input type="checkbox"/>	01	Hutchinson	<input type="checkbox"/>	01	Mitchell	<input type="checkbox"/>	02	Swisher	<input type="checkbox"/>	01
Baylor	<input type="checkbox"/>	02	Duval	<input type="checkbox"/>	11	<b>-I-</b>			Montague	<input type="checkbox"/>	02	<b>-T-</b>		
Bee	<input type="checkbox"/>	11	<b>-E-</b>			Irion	<input type="checkbox"/>	09	Montgomery	<input type="checkbox"/>	06	Tarrant	<input type="checkbox"/>	03
Bell	<input type="checkbox"/>	07	Eastland	<input type="checkbox"/>	02	<b>-J-</b>			Moore	<input type="checkbox"/>	01	Taylor	<input type="checkbox"/>	02
Bexar	<input type="checkbox"/>	08	Ector	<input type="checkbox"/>	09	Jack	<input type="checkbox"/>	02	Morris	<input type="checkbox"/>	04	Terrell	<input type="checkbox"/>	09
Blanco	<input type="checkbox"/>	07	Edwards	<input type="checkbox"/>	08	Jackson	<input type="checkbox"/>	08	Motley	<input type="checkbox"/>	01	Terry	<input type="checkbox"/>	01
Borden	<input type="checkbox"/>	09	Ellis	<input type="checkbox"/>	03	Jasper	<input type="checkbox"/>	05	<b>-N-</b>			Throckmorton	<input type="checkbox"/>	02
Bosque	<input type="checkbox"/>	07	El Paso	<input type="checkbox"/>	10	Jeff Davis	<input type="checkbox"/>	10	Nacogdoches	<input type="checkbox"/>	05	Titus	<input type="checkbox"/>	04
Bowie	<input type="checkbox"/>	04	Erath	<input type="checkbox"/>	03	Jefferson	<input type="checkbox"/>	05	Navarro	<input type="checkbox"/>	03	Tom Green	<input type="checkbox"/>	09
Brazoria	<input type="checkbox"/>	06	<b>-F-</b>			Jim Hogg	<input type="checkbox"/>	11	Newton	<input type="checkbox"/>	05	Travis	<input type="checkbox"/>	07
Brazos	<input type="checkbox"/>	07	Falls	<input type="checkbox"/>	07	Jim Wells	<input type="checkbox"/>	11	Nolan	<input type="checkbox"/>	02	Trinity	<input type="checkbox"/>	05
Brewster	<input type="checkbox"/>	10	Fanning	<input type="checkbox"/>	03	Johnson	<input type="checkbox"/>	03	Nueces	<input type="checkbox"/>	11	Tyler	<input type="checkbox"/>	05
Briscoe	<input type="checkbox"/>	01	Fayette	<input type="checkbox"/>	07	Jones	<input type="checkbox"/>	02	<b>-O-</b>			<b>-U-</b>		
Brooks	<input type="checkbox"/>	11	Fisher	<input type="checkbox"/>	02	<b>-K-</b>			Ochiltree	<input type="checkbox"/>	01	Upshur	<input type="checkbox"/>	04
Brown	<input type="checkbox"/>	02	Floyd	<input type="checkbox"/>	01	Karnes	<input type="checkbox"/>	08	Oldham	<input type="checkbox"/>	01	Upton	<input type="checkbox"/>	09
Burleson	<input type="checkbox"/>	07	Foard	<input type="checkbox"/>	02	Kaufman	<input type="checkbox"/>	03	Orange	<input type="checkbox"/>	05	Uvalde	<input type="checkbox"/>	08
Burnet	<input type="checkbox"/>	07	Fort Bend	<input type="checkbox"/>	06	Kendall	<input type="checkbox"/>	08	<b>-P-</b>			<b>-V-</b>		
<b>-C-</b>			Franklin	<input type="checkbox"/>	04	Kenedy	<input type="checkbox"/>	11	Palo Pinto	<input type="checkbox"/>	03	Val Verde	<input type="checkbox"/>	08
Caldwell	<input type="checkbox"/>	07	Freestone	<input type="checkbox"/>	07	Kent	<input type="checkbox"/>	02	Panola	<input type="checkbox"/>	04	Van Zandt	<input type="checkbox"/>	04
Calhoun	<input type="checkbox"/>	08	Frio	<input type="checkbox"/>	08	Kerr	<input type="checkbox"/>	08	Parker	<input type="checkbox"/>	03	Victoria	<input type="checkbox"/>	08
Callahan	<input type="checkbox"/>	02	<b>-G-</b>			Kimble	<input type="checkbox"/>	09	Parmer	<input type="checkbox"/>	01	<b>-W-</b>		
Cameron	<input type="checkbox"/>	11	Gaines	<input type="checkbox"/>	09	King	<input type="checkbox"/>	01	Pecos	<input type="checkbox"/>	09	Walker	<input type="checkbox"/>	06
Camp	<input type="checkbox"/>	04	Galveston	<input type="checkbox"/>	06	Kinney	<input type="checkbox"/>	08	Polk	<input type="checkbox"/>	05	Waller	<input type="checkbox"/>	06
Carson	<input type="checkbox"/>	01	Garza	<input type="checkbox"/>	01	Kleberg	<input type="checkbox"/>	11	Potter	<input type="checkbox"/>	01	Ward	<input type="checkbox"/>	09
Cass	<input type="checkbox"/>	04	Gillespie	<input type="checkbox"/>	08	Knox	<input type="checkbox"/>	02	Presidio	<input type="checkbox"/>	10	Washington	<input type="checkbox"/>	07
Castro	<input type="checkbox"/>	01	Glasscock	<input type="checkbox"/>	09	<b>-L-</b>			<b>-R-</b>			Webb	<input type="checkbox"/>	11
Chambers	<input type="checkbox"/>	06	Goliad	<input type="checkbox"/>	08	Lamar	<input type="checkbox"/>	04	Rains	<input type="checkbox"/>	04	Wharton	<input type="checkbox"/>	06
Cherokee	<input type="checkbox"/>	04	Gonzales	<input type="checkbox"/>	08	Lamb	<input type="checkbox"/>	01	Randall	<input type="checkbox"/>	01	Wheeler	<input type="checkbox"/>	01
Childress	<input type="checkbox"/>	01	Gray	<input type="checkbox"/>	01	Lampasas	<input type="checkbox"/>	07	Reagan	<input type="checkbox"/>	09	Wichita	<input type="checkbox"/>	02
Clay	<input type="checkbox"/>	02	Grayson	<input type="checkbox"/>	03	La Salle	<input type="checkbox"/>	08	Real	<input type="checkbox"/>	08	Wilbarger	<input type="checkbox"/>	02
Cochran	<input type="checkbox"/>	01	Gregg	<input type="checkbox"/>	04	Lavaca	<input type="checkbox"/>	08	Red River	<input type="checkbox"/>	04	Willacy	<input type="checkbox"/>	11
Coke	<input type="checkbox"/>	09	Grimes	<input type="checkbox"/>	07	Lee	<input type="checkbox"/>	07	Reeves	<input type="checkbox"/>	09	Williamson	<input type="checkbox"/>	07
Coleman	<input type="checkbox"/>	02	Guadalupe	<input type="checkbox"/>	08	Leon	<input type="checkbox"/>	07	Refugio	<input type="checkbox"/>	11	Wilson	<input type="checkbox"/>	08
Collin	<input type="checkbox"/>	03	<b>-H-</b>			Liberty	<input type="checkbox"/>	06	Roberts	<input type="checkbox"/>	01	Winkler	<input type="checkbox"/>	09
Collingsworth	<input type="checkbox"/>	01	Hale	<input type="checkbox"/>	01	Limestone	<input type="checkbox"/>	07	Robertson	<input type="checkbox"/>	07	Wise	<input type="checkbox"/>	03
Colorado	<input type="checkbox"/>	06	Hall	<input type="checkbox"/>	01	Lipscomb	<input type="checkbox"/>	01	Rockwall	<input type="checkbox"/>	03	Wood	<input type="checkbox"/>	04
Comal	<input type="checkbox"/>	08	Hamilton	<input type="checkbox"/>	07	Live Oak	<input type="checkbox"/>	11	Runnels	<input type="checkbox"/>	02	<b>-Y-</b>		
Comanche	<input type="checkbox"/>	02	Hansford	<input type="checkbox"/>	01	Llano	<input type="checkbox"/>	07	Rusk	<input type="checkbox"/>	04	Yoakum	<input type="checkbox"/>	01
Concho	<input type="checkbox"/>	09	Hardeman	<input type="checkbox"/>	02	Loving	<input type="checkbox"/>	09	<b>-S-</b>			Young	<input type="checkbox"/>	02
Cooke	<input type="checkbox"/>	03	Hardin	<input type="checkbox"/>	05	Lubbock	<input checked="" type="checkbox"/>	01	Sabine	<input type="checkbox"/>	05	<b>-Z-</b>		
Coryell	<input type="checkbox"/>	07	Harris	<input type="checkbox"/>	06	Lynn	<input type="checkbox"/>	01	San Augustine	<input type="checkbox"/>	05	Zapata	<input type="checkbox"/>	11
Cottle	<input type="checkbox"/>	02	Harrison	<input type="checkbox"/>	04	<b>-M-</b>			San Jacinto	<input type="checkbox"/>	05	Zavala	<input type="checkbox"/>	08
Crane	<input type="checkbox"/>	09	Hartley	<input type="checkbox"/>	01	Madison	<input type="checkbox"/>	07	San Patricio	<input type="checkbox"/>	11			
Crockett	<input type="checkbox"/>	09	Haskell	<input type="checkbox"/>	02	Marion	<input type="checkbox"/>	04	San Saba	<input type="checkbox"/>	07			

**FORM C: CONTACT PERSON INFORMATION****Legal Business Name of Respondent:**

Community Health Center of Lubbock, Inc.

1. This form provides information about the appropriate contacts in the respondent's organization.
2. Mark N/A if a contact does not apply to your agency.
3. ALL phone numbers should be a direct line to the designated individual.

**Contacts**

<i><b>Billing Contact</b></i>	<i><b>Executive Director</b></i>
Last Name: Steen	Last Name: Sullivan
First Name: Vicki	First Name: Michael
Salutation: Ms.	Salutation: Mr.
Title: Lead Biller	Title: Chief Executive Officer
Email: vsteen@chcl.tachc.org	Email: msullivan@chcl.tachc.org
Phone: 806-765-2611 ext. 1205	Phone: 806-765-2611 ext. 1100

<i><b>Financial Director</b></i>	<i><b>Medical Director</b></i>
Last Name: Moore	Last Name: Dabu
First Name: Barbra	First Name: Darnel
Salutation: Ms.	Salutation: Dr.
Title: Accounting Supervisor	Title: Medical Director
Email: bmoore@chcl.tachc.org	Email: ddabu@chcl.tachc.org
Phone: 806-765-2611 ext. 1201	Phone: 806-765-2611 ext. 3010

<i><b>Primary Program Contact</b></i>	<i><b>Quality Assurance Contact</b></i>
Last Name: Manley	Last Name: Magallanes
First Name: Christina	First Name: Frances
Salutation: Ms.	Salutation: Ms.
Title: WH Program Director/Site Manager	Title: PI/Compliance Coordinator/Dir. of Nursing
Email: cmanley@chcl.tachc.org	Email: fmagallanes@chcl.tachc.org
Phone: 806-791-5537	Phone: 806-765-2611 ext. 1106

## FORM F: BUDGET SUMMARY (REQUIRED)

Legal Name of Respondent:

Community Health Center of Lubbock, Inc.

Budget Categories	Total HTW Budget (1)	HTW Categorical (2)	HTW Fee-For-Service (3)
A. Personnel	\$894,869	\$183,619	\$711,250
B. Fringe Benefits	\$223,717	\$46,981	\$176,736
C. Travel	\$4,288	\$4,288	\$0
D. Equipment	\$180,970	\$180,970	\$0
E. Supplies	\$41,719	\$4,172	\$37,547
F. Contractual	\$90,200	\$0	\$90,200
G. Other	\$75,000	\$11,250	\$63,750
H. Total Direct Costs	\$1,510,763	\$431,279	\$1,079,484
I. Indirect Costs	\$0		
J. Total (Sum of H and I)	\$1,510,763	\$431,279	\$1,079,484

**NOTE:** The "Total Budget" amount for each Budget Category will have to be entered manually among columns 2 through 3. Enter amounts in **whole dollars**. After amounts have been entered for each funding source, verify that the "Distribution Total" below equals the respective amount under the "Total Budget" from column (1).

	Budget Category	Distribution Total	Budget Total	Budget Category	Distribution Total	Budget Total
Check Totals For:	Personnel	\$894,869	\$894,869	Fringe Benefits	\$223,717	\$223,717
	Travel	\$4,288	\$4,288	Equipment	\$180,970	\$180,970
	Supplies	\$41,719	\$41,719	Contractual	\$90,200	\$90,200
	Other	\$75,000	\$75,000	Indirect Costs	\$0	\$0

<b>TOTAL FOR:</b>	Distribution Totals	\$1,510,763	Budget Total	\$1,510,763
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List any budget assumptions below:

## FORM F-1: PERSONNEL Budget Category Detail Form

Legal Name of Respondent:

Community Health Center of Lubbock, Inc.

PERSONNEL Functional Title + Code E = Existing or P = Proposed	Vacant Y/N	Justification	FTE's	Certification or License (Enter NA if not required)	Total Average Monthly Salary/Wage	Number of Months	Salary/Wages Requested for Project
Clinical/Program Director E	N	Program Elements	0.5	NA	\$5,250.00	12	\$31,500
Care Coordinator P	Y	Insure pt. tracking and follow through	2	Yes	\$2,122.92	12	\$50,950
Screening and Eligibility P	Y	Getting Pt. on funding	1.5	NA	\$2,122.92	12	\$38,213
Billing Position P	Y	Correct Billing	1	NA	\$2,512.50	12	\$30,150
Phone Operator E	N	Calls and transfers	0.2	NA	\$2,120.08	12	\$5,088
Medical Director E	N	Leadership	0.05	Yes	\$18,565.75	12	\$11,139
Physician E	N	Clinical Care	1.5	Yes	\$16,125.00	12	\$290,250
Midlevel Provider E	N	Clinical Care	2	Yes	\$7,250.00	12	\$174,000
LVN E	N	Clinical Care Support	3.5	Yes	\$3,250.00	12	\$136,500
MA E	N	Clinical Care Support	3.5	Yes	\$2,250.00	12	\$94,500
Radiology Tech P	Y	Mammography, IUD location	0.5	Yes	\$2,666.67	12	\$16,000
Outreach Staff E	N	Focus groups, brochures, calendar activities	0.25	NA	\$2,833.33	12	\$8,500
PI/Compliance Coordinator	N	Quality Assurance	0.1	Yes	\$6,732.58	12	\$8,079
TOTAL FROM PERSONNEL SUPPLEMENTAL BUDGET SHEETS							\$0
Salary/Wage Total							\$894,869

## FRINGE BENEFITS

Itemize the elements of fringe benefits in the space below:

	Fringe Benefit Rate %	25.00%
	Fringe Benefits Total	\$223,717



FORM F-2: TRAVEL Budget Category Detail Form

Legal Name of Respondent:

Community Health Center of Lubbock, Inc.

Conference / Workshop Travel Costs					
Description of Conference/Workshop	Justification	Location City/State	Number of:	Travel Costs	
			Days/Employees		
Travel to conference	Needed Training	Austin	4 employees for 2 days	Mileage	
				Airfare	\$2,000
				Meals	\$400
				Lodging	\$1,200
				Other Costs	\$400
				Total	\$4,000
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
				Mileage	
				Airfare	
				Meals	
				Lodging	
				Other Costs	
				Total	\$0
TOTAL FROM TRAVEL SUPPLEMENTAL CONFERENCE/WORKSHOP BUDGET SHEETS				\$0	

Total for Conference / Workshop Travel

Total for Conference / Workshop Travel

Total for Conference / Workshop Travel

Total for Conference / Workshop Travel

Total for Conference / Workshop Travel

Total for Conference / Workshop Travel

Total for Conference / Workshop Travel

Other / Local Travel Costs						
Justification	Number of Miles	Mileage Reimbursement Rate	Mileage Cost (a)	Other Costs (b)	Total (a) + (b)	
Travel in the region	500	\$0.575	\$288		\$288	
			\$0		\$0	
			\$0		\$0	
			\$0		\$0	
			\$0		\$0	
			\$0		\$0	
			\$0		\$0	
TOTAL FROM TRAVEL SUPPLEMENTAL OTHER/LOCAL TRAVEL COSTS BUDGET SHEETS						\$0

Total for Other / Local Travel

Total for Other / Local Travel

Total for Other / Local Travel

Total for Other / Local Travel

Total for Other / Local Travel

Total for Other / Local Travel

Total Travel Costs:

Total Travel Costs:

Total Travel Costs:

Total Travel Costs:

Total Travel Costs:

Total Travel Costs:

Total Travel Costs:

Total Travel Costs:

Indicate Policy Used:

Indicate Policy Used:

Indicate Policy Used:

Indicate Policy Used:

Indicate Policy Used:

Indicate Policy Used:

Indicate Policy Used:

Indicate Policy Used:

**Legal Name of Respondent:**

Community Health Center of Lubbock, Inc.

Itemize, describe, and justify the list below. Attach complete specifications or a copy of the purchase order. Check the Contractor's Financial Procedures Manual for definition of equipment.

Description of Item	Purpose & Justification	Number of Units	Cost Per Unit	Total
Computer	Needed for the Care Coordinator	2	\$1,500	\$3,000
Mamography	Mamography	1	\$150,000	\$150,000
EKG	EKG needed	1	\$3,000	\$3,000
Welch Allyn Video Colposcope	Colposcopy Machine	2	\$11,730	\$23,460
Welch Allyn Kleen Spec Cordless Illumination System	Pap Test	6	\$252	\$1,510
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL FROM EQUIPMENT SUPPLEMENTAL BUDGET SHEETS				\$0

Total Amount Requested for Equipment:

**\$180,970**

**Community Health Center of Lubbock, Inc.**

Description of Item <small>[If applicable, provide estimated quantity and cost (i.e. # of boxes &amp; cost/box)]</small>	Purpose & Justification	Total Cost
Medical Supplies	Various Medical supplies to enable staff to provide the patient care.	\$32,000
Other Supplies	Other supplies such as ink cartridges for copiers and printers.	\$3,450
Office Supplies	Office supplies such as pens / paper used to place information in medical records, facilitate the capturing of all services in the computer system, etc.	\$6,269
TOTAL FROM SUPPLIES SUPPLEMENTAL BUDGET SHEETS		\$0

**\$41,719**

## FORM F-5: CONTRACTUAL Budget Category Detail Form

**Legal Name of Respondent:**Community Health Center of Lubbock, Inc.

List contracts for services related to the scope of work that is to be provided by a third party. If a third party is not yet identified, describe the service to be contracted and show contractors as "To Be Named." Justification for any contract that delegates \$100,000 or more of the scope of the project in the respondent's funding request, must be attached behind this form.

CONTRACTOR NAME (Agency or Individual)	DESCRIPTION OF SERVICES (Scope of Work)	Justification	METHOD OF PAYMENT (i.e., Monthly, Hourly, Unit, Lump Sum)	# of Months, Hours, Units, etc.	RATE OF PAYMENT (i.e., hourly rate, unit rate, lump sum amount)	TOTAL
Contract Pharmacy Expense (United Coalition Pharmacy)	Purchase 340B medications	To provide reduced cost pharmaceuticals to the patients to help them improve their health	Monthly	1	\$36,500.00	\$36,500
Pharmacy Dispensing Fee (United Coalition Pharmacy)	to bottle, label, and dispense medications thru a pharmacy	To correctly dispense medications and educate patients by the pharmacist	Monthly	1	\$22,189.00	\$22,189
Contract Lab (LabCorp)	Various medical labs	To help providers manage a patient's care, labs are ordered	Monthly	1	\$23,011.00	\$23,011
Spikes Imaging	Radiology	To provide OB ultrasounds	Monthly	1	\$2,000.00	\$2,000
Joe Arrington Cancer Center	Referral Source	To provide cervical and breast cancer treatment	Monthly	1	\$6,500.00	\$6,500
						\$0
						\$0
						\$0
						\$0
TOTAL FROM CONTRACTUAL SUPPLEMENTAL BUDGET SHEETS						\$0

Total Amount Requested for CONTRACTUAL:

\$90,200

## FORM F-6: OTHER Budget Category Detail Form

Legal Name of Respondent:

Community Health Center of Lubbock, Inc.

Description of Item <small>(If applicable, include quantity and cost/quantity (i.e. # of units &amp; cost per unit))</small>	Purpose & Justification	Total Cost
Telephone	Telephone service and T1 connectivity to enable the computers to communicate to the server from our multiple sites.	\$4,650
Licenses / Permits	To enable staff to maintain their licenses such as CPR and others that are appropriate to their positions.	\$1,100
Lease - Facility Cost	Lease expenses of our clinical sites and administrative site	\$40,500
Facility Maintenance	Basic maintenance of the buildings	\$2,500
Books / Periodicals	Books to help providers learn, help with CPT and ICD9 coding, etc.	\$450
Printing / Copying	Printing of forms used in medical records for referrals, documentation of eligibility, etc.	\$6,000
Membership Dues	Membership dues to organizations nationally and state level to support efforts of FQHCs.	\$1,800
Insurance Policies	Various policies including Umbrella, Workers Comp, Directors and Officers, Auto, GAP to protect the organization	\$3,200
Postage	To facilitate mailings to patients for lab results, appointment reminders, etc. (if approved by pateint to mail)	\$1,900
Patient Transportation	Purchase of bus passes to give patients to make it to their appointments or often to help them get home from their appointment.	\$400
Patient Education	Tools to help educate patients on various health related issues.	\$800
Utilities	Electricity and water utilities to manage the clinics.	\$3,000
Janitorial Services	Late afternoon and evening janitorial services to sterilize the clinics and clean to be ready the next morning for services.	\$7,700
Audit	A-133 Audit	\$1,000
	TOTAL FROM OTHER SUPPLEMENTAL BUDGET SHEETS	\$0

Revised: 7/6/2009

Total Amount Requested for Other:

\$75,000

Revised: 7/6/2009

FORM F - 7 Indirect Costs

Legal Name of Respondent:

Community Health Center of Lubbock, Inc.

Total amount of indirect costs allocable to the project:

Amount:

Indirect costs are based on (mark the statement that is applicable):

The respondent's most recent indirect cost rate approved by a federal cognizant agency or state single audit coordinating agency. Expired rate agreements are not acceptable. Attach a copy of the rate agreement to this form (Form I - 7 Indirect)

RATE:  
BASE:

Applies only to governmental entities . The respondent's current central service cost rate or indirect cost rate based on a rate proposal prepared in accordance with OMB Circular A-87. Attach a copy of Certification of Cost Allocation Plan or Certification of Indirect Costs.

RATE:  
TYPE:  
BASE:

GO TO PAGE 2 (below)



Page 2, FORM F - 7 Indirect Costs

If using an central service or indirect cost rate, identify the types of costs that are included (being allocated) in the rate:

Organizations that do not use an indirect cost rate and governmental entities with only a central service rate must identify the types of costs that will be allocated as indirect costs and the methodology used to allocate these costs in the space provided below. The costs/methodology must also be disclosed in Part V-Indirect Cost Allocation of the Cost Allocation Plan that is submitted to DSHS. **Identify the types of costs that are being allocated as indirect costs, the allocation methodology, and the allocation base:**

## FORM G: RESPONDENT BACKGROUND GUIDELINES

**Legal Business Name of**

**Respondent:** Community Health Center of Lubbock, Inc.

- 1. Provide a one-page executive summary describing the respondent's vision, mission and values statements, along with a description of how the board of directors, if any, is involved in the operations of the respondent.**

Community Health Center of Lubbock, Inc. (CHCL) has been in operation as a Federally Qualified Health Center (FQHC) for 23 years. In that time CHCL has focused its efforts on providing care to the low income and uninsured populations of first the City of Lubbock, then later expanding to a large portion of the western Texas region. CHCL now serves individuals from Lynn, Terry, Garza, and Crosby Counties, although the main point of care remains in Lubbock County and the City of Lubbock. Currently, CHCL has eight permanent clinic locations, and two mobile units (one offering medical services, the other providing access to dental care services). The administrative and outreach staff are all located in the Main clinic building.

With CHCL's operations being driven by its mission to provide quality primary and preventive health services to those in need, the Board and management have their sights set on offering programs that will enhance access to care, thus improving the health of people who otherwise might be forced to do without care. From the beginning, the Board has been involved in organizational oversight and appropriate planning, a fact that has allowed CHCL to expand operations as needed to meet the community's needs, including those of homeless individuals, migrant/seasonal farmworkers, and the low-income population living in public housing structures. CHCL is committed to our values of Teamwork-Service-Excellence in daily activities. As per our vision statement CHCL commits, through personal and organizational excellence, to be an agent of change dedicated to enhancing the organizational ability of the community to provide primary care services to all that are in need.

As a community health organization, CHCL has always remained focused on its purpose of providing primary and preventive health care and health education to the residents of Lubbock County regardless of the recipient's ability to pay. In support of this purpose, CHCL's governing Board works to assure that all necessary resources and policies/practices are in place to afford the organization's management and direct care personnel the opportunity to meet the designated goals. As a federally qualified health center (FQHC), CHCL's Board is held accountable to maintaining compliance with a structured set of requirements specific to the operation of an FQHC. As a part of these requirements, the Board is composed of individuals from a cross-section of the community. They hold monthly meetings to review operations and plans; establish policies for operation of the organization; accept the responsibility for hiring, and evaluate the CEO's performance. This includes taking the necessary actions to correct inadequate performance; monitor and evaluate the organization's progress to meeting goals; and develop short and long-range plans to assure viability. In addition the Board is responsible for determining the services to be offered, and the sites of clinical operations. Having met these requirements and by virtue of its ability to show the quality of services being provided, CHCL

was awarded full accredited status by the Joint Commission in June 2013, an accreditation that is maintained today. As a Joint Commission accredited organization, CHCL maintains a strong Board reviewed and approved Performance Improvement Program that guides all activities of the interdependent clinical sites. Through this program, CHCL can monitor organizational activities and progress, stepping in where necessary to make program modifications to improve health outcomes and performance standards.

**2. Provide a detailed description of the organizational structure, management systems and lines of authority that are appropriate and adequate for the size and scope of the respondent's organization.**

CHCL is an independent 501 (c) (3) and has a well-developed organizational structure that begins with the governing Board's oversight on policymaking. Given the scope of CHCL's programs, the Board has delegated to the CEO the authority to manage the day-to-day functioning of the entire organization. In this role, the CEO has delegated individual tasks and management to CHCL's senior management team, which includes the Chief Development Officer, Medical Director, and the Dental Director. These individuals oversee individual departments within the organization, yet are still answerable to the CEO and the Board for the level of clinic performance. These lines of authority are both adequate and appropriate for an organization the size of CHCL. CHCL's eleven-member Board of Directors is primarily responsible for development of organizational policies/procedures, management systems, and services. CHCL's Board devotes time to annual assessments, Board training, policymaking, setting hours of operation, budget oversight, fund raising, and advocacy. The Board also hires the Chief Executive Officer (CEO). CHCL works to maintain stability with relation to key personnel, and as such has had some of these individuals in their respective positions for many years. The CEO, Mr. Michael Sullivan has been in place for 23 years. In fact, the most recent change in any of the key positions has been the Departure of the former Chief Financial Officer in 2015. With credentials including an MBA and CPA, the organization's CEO is filling this position until a permanent replacement is made. The CEO and management team are responsible for the oversight of a multiple clinical and financial departments and staff, including a series of mid-level management staff that are able to provide hands-on and day-to-day supervision of program operations and progress.

**3. Provide the resumes/curriculum vitae for the CEO, CFO, Medical Director licensed to practice medicine in Texas (including his/her State of Texas Medical License Number), and Clinical/Program Director.**

See attached at the end of Form G.

**4. Describe respondent's experience, knowledge, and expertise in providing Women's Health Services and Family Planning Services. Specifically outline relevant administrative and clinical practices. (maximum of 4 pages).**

CHCL has been providing Women's Health and Family Planning Services for decades. CHCL currently offers Women's Health services at all 6 of our Adult clinics. Dr. Kamlesh Varma and Libby Payne, FNP provide prenatal services and contraceptive management at our Main location and Medical Office Plaza location. Dr. Kamlesh Varma began working with the Texas Tech Health Science Center (TTUHSC) in 1974 and has made over 7,000 deliveries during her 54 years in Women's Health.

Women's health services currently available include prenatal care with delivery by referral, preventative and restorative dental services, contraceptive management, diagnostic laboratory, health education, screenings for cancer, diabetes, elevated blood lead levels, communicable diseases, cholesterol and other diseases, immunizations against vaccine-preventable diseases, chronic disease care, outreach, mental health services, case management, ancillary services, and emergency medical services. CHCL emphasizes early prenatal care through case management, free pregnancy testing, women's health education programs, including those offered by CHCL's Promotoras, year round prenatal classes, which encourage regular doctor visits, pregnancy health and nutrition, and pre/perinatal health for mom and baby.

**5. Describe respondent's experience in administering comprehensive health care (e.g., prevention, screening, diagnostic, treatment services, and appropriate referral). Describe your referral systems and referral resources for services not provided by respondent. (maximum of 4 pages).**

CHCL, known as a Federally Qualified Health Center (FQHC), has been in existence since 1992 and currently operates 8 permanent clinic locations, and two mobile units (one offering medical services, the other providing access to dental care services). CHCL now serves individuals from Lynn, Terry, Garza, and Crosby Counties, although the main point of care remains in Lubbock County and the City of Lubbock. CHCL has always remained focused on its purpose of providing primary and preventive health care and health education to the residents, regardless of the recipient's ability to pay.

CHCL's service delivery model specializes in treating the whole person. Services are delivered using an integrated model of care with seamless access to medical, oral, eye and behavioral health services. The service delivery model is modeled after the BPHC's Chronic Care Model focusing on evidence-based clinical guidelines across all lifecycles with an emphasis on primary health care organization, delivery system design, decision support, self-management, clinical information systems, and community engagement. CHCL has been designated Patient Centered Medical Home (PCMH) by the National Committee for Quality Assurance (NCQA). The following are CHCL clinical and non-clinical services that are provided by CHCL directly at CHCL clinic sites:

- Women's Health Services and Prenatal Care
- Pediatric Care
- Well Child Services, Healthy Kids Club, StepUp!
- Age appropriate Immunizations
- Primary Medical Care

- Nutritional Counseling
- Oral Health/Pediatric Specialist
- Eye Care
- Contraceptive Management
- Behavioral Health Specialty services
- Urgent Medical Services
- Diagnostic Laboratory
- In process of establishing X-Ray
- Mammogram vouchers
- Outreach and Case Management
- Translation/Interpretation
- Substance Abuse and Counseling
- Transportation Voucher Services
- Ancillary Services
- Tele-Radiology Reports
- Pharmaceutical Assistance Program
- Access To 340 B Drug Pricing
- Eligibility Certification
- Health Promotion Education and Screenings
- Detox by referral
- Primer Paso II Program/Promotor (a) Program
- Mircocurrent Therapy

CHCL currently offers a full range of services especially designed to address women's healthcare issues, including contraceptive management services, pre/perinatal care, and tests to screen for cervical cancer, STIs, and other health concerns. Nursing staff is able to assist with tracking and monitoring of referrals, diagnostic tests, and annual exams such as mammograms as PAP tests. As indicated through its history of operations, CHCL is well-positioned to make these changes swiftly, efficiently and effectively in a short amount of time.

CHCL clinics and Outreach staff will work to educate patients on the importance of PAP screenings. The system allows CHCL to transfer information between clinics, which include PAPs conducted in-house or obtained from other locations. When patient conditions are outside of CHCL's scope, referrals to specialists in the women's health will be referred to TTUHSC. CHCL currently has a contract with Dr. Edward Yeomans at TTUHSC OB/GYN. When patients make requests for sterilization services, referrals are made to TTUHSC. These arrangements increase access to care for the low-income and uninsured populations that CHCL serves and are a cornerstone of the organization's ability to provide a full range of services.

CHCL currently utilizes an electronic health record known as Success EHS. This allows the staff to monitor referrals for continued quality of care, even when provided by other agencies/providers. These techniques include tracking whether patients followed through on the scheduled appointments, tracking and monitoring results received from the outside provider, and following through on recommendations made by the given agency/provider. In addition, through the organization's existing patient satisfaction surveys, CHCL asks those most directly affected,

the patient, about the quality of care received. Should a pattern of dissatisfaction or subpar performance be noted, CHCL's management staff is prepared to step in to correct the deficiency or in extreme cases to cease relations with this party.

**6. Subcontracting Background- Describe the following if respondent plans to have subcontract any of the proposed services:**

**a. Experience subcontracting with other organizations/providers;**

Through its years of service and willingness to collaborate with other agencies/organizations in the community, CHCL has become quite adept at forming workable contractual arrangements to enhance service provision and has a number of agreements already in place to provide the required services.

- Joe Arrington Cancer Center
- Spikes Imaging
- LabCorp
- United Coalition Pharmacy

**b. Experience developing subcontracts and subcontract negotiations;**

CHCL has had numerous contractual arrangements throughout the years that ensure continuity of care. CHCL's CEO, Chief Development Officer/Deputy Director, and the Medical Director all have had experience in the development or negotiation of subcontractors.

**c. Experience performing program monitoring of subcontractors, including monitoring of professional and clinical services;**

CHCL works closely with each subcontractor. Throughout the years regular meetings are conducted to update progress and performance of the contractor. Contracts are re-evaluated and renewals completed as needed. CHCL will conduct periodic audits for compliance as part of our risk management plan for the purpose of minimizing risk. Through this process CHCL may identify areas to improve and will address these improvement needs with the contractor. CHCL works within our policies to provide the needed service and will develop policies as required to improve performance if needed.

**d. Experience providing technical assistance to subcontractors, including budget development and management;**

CHCL staff work with the subcontractors during the negotiation process to include specific services each party would complete. CHCL works to negotiate rates that are reasonable to both parties. The management of the contract is all agreed to and includes the regulatory standards and compliance activities required depending on the service and contractor. CHCL completes regular meetings with subcontractors to review performance, budget development and other regulatory requirements.

**e. Staff position(s) that will be responsible for monitoring subcontractors and what qualifications will be required;**

CHCL's CEO, Chief Development Officer/Deputy Director, Interim Finance Director, Medical Director, PI/ Compliance Coordinator, Clinical/Program Director and In-House legal all coordinate service agreements and work collaboratively to ensure that all services and materials are in place to complete required activities of both parties.

**f. Staff position(s) that are anticipated for monitoring professional and clinical subcontractors and the required qualifications for each position;**

Medical Director, Darnel Dabu, MD, MPH, FAAFP and In-House Legal, Sherry Sanders, Esq.

**g. Policies and procedures respondent has for monitoring subcontractors that provide direct client services; and**

CHCL has policies that include administrative, financial, human resources, clinical, operational, facility and safety policies that incorporate the supervision of subcontractors providing direct client services.

**h. Staff position(s) that are anticipated for providing training and technical assistance to subcontractors on data collection and submission, and data quality improvement.**

The CEO, Chief Development Officer/Deputy Director, Interim Finance Director, Medical Director, PI/ Compliance Coordinator, Clinical/Program Director all have a part in providing the necessary training or technical assistance to subcontractors related to data collection, data submission, and data quality improvement.

**MICHAEL P. SULLIVAN, MBA, CPA**  
**4504 19<sup>th</sup> Street**  
**Lubbock, Texas 79407**  
e-mail – [msullivan@chcl.tachc.org](mailto:msullivan@chcl.tachc.org)

## ***WORK EXPERIENCE***

### **Community Health Center of Lubbock (CHCL), Lubbock, Texas**

Chief Executive Officer (7/98 to present)

Interim Executive Director (3/98 to 7/98)

Chief Operating Officer (5/96 to 7/98)

Chief Financial Officer (5/93 to 7/98)

CHCL is a Federally Funded Primary Health Center. As the CEO, I report directly to the Board of Directors (12 member board). Responsible for CHCL's overall direction, staff of 155 plus employees, and 13.5 million dollar budget, for strategic direction, leadership, compliance with regulatory requirements and oversight of construction and renovation projects.

### **Management Assistance Corporation, Bethesda, Maryland**

Contracted Government Auditor (8/98 to present)

- Combined Joint Commission on Accreditation of Healthcare Organization (JCAHO) and Primary Care Effectiveness Reviews (PCER) audits as part of the Public Health Service Accreditation Initiative.
- Technical Assistance to Community Health Centers in the areas of Pre-Funding Assessments, Governance, Fiscal, MIS, and Management.

### **Charles M. Mathis Associates, Inc., Yonkers, New York**

Contracted Government Auditor (4/95 to 7/98)

- Combined Joint Commission on Accreditation of Healthcare Organization (JCAHO) and Primary Care Effectiveness Reviews (PCER) audits as part of the Public Health Service Accreditation Initiative
- Technical Assistance and Diagnostic reviews to Community Health Centers in the Fiscal, MIS and Management Areas

### **WesTex Medical, Inc., Lubbock, Texas**

WesTex Medical, Inc., was founded by myself and one other shareholder in November 1988 as an S-Corp. The business sells medical supplies and provides DME Home Care services in the West Texas region. As of June 30, 1995, I sold my share of the business.

Chief Financial Officer (3/90 to 6/95)

Responsibilities included:

- Preparation of Financial Statements, Accounts Payable and Receivable
- Invoicing and Inventory pricing, Quarterly sales tax reporting

### **Crosbyton Clinic Hospital, Crosbyton, Texas**

Chief Financial Officer (10/92 to 5/93)

Reported directly to the Administrator, David D. Clark and a twelve-member board of directors.

Responsibilities included:

- Monthly Financial Statement Preparation, Cash Flow, Accounts Payable, Quarterly Reports
- Monthly Contractual Adjustments, Yearly Budget, Financial Audit Preparation
- Inventory Control, Purchasing, Data Processing, Accounting, Accounts Receivable
- Upgrading the computer system, implementing on-line electronic billing

### **Saffle, Sawall & Co., Lubbock, Texas**

Staff Accountant (1/92 to 4/92)

- Responsibilities included:

- Preparation of individual and corporate income tax returns
- Auditing 15 Fund Groups under SEC regulations

### **West Texas Hospital, Lubbock, Texas**

- Director of the Cardiopulmonary Department (9/86 to 2/90)

- Responsibilities and activities in management included:

Yearly departmental budget, ordering supplies, maintaining the equipment  
Upgrading the Quality Assurance Program and expanding the department



## ***EDUCATION***

Texas Tech University, Lubbock, Texas

**MBA / Health Organizational Management (HOM)** degree, Graduated May 1995

HOM courses focused on Managed Care and Group Practice Management

HOM Program received its ACHESA Accreditation in 1994

Texas Tech University, Lubbock, Texas

**BBA, Accounting**, Graduated December 1990

South Plains College, Lubbock, Texas

**AAS, Respiratory Therapy**, Graduated May 1984

## ***CONFERENCES, COMMITTEES & PRESENTATIONS***

BPHC – ISDI Technical Assistance Consultant Training (6/2002)

NACHC Kellogg Leadership Conference (2/2003)

Strategic Planning for New and Emerging Businesses (CPE Course 2003)

Patton on Leadership (CPE Course 2003)

Bringing Out the Best in People (CPE Course 2003)

7 Habits of Highly Effective People (CPE Course 2003)

Cultural Competency Seminar 2004

Office of Performance Review (OPR) Training (BPHC) 2004

Capacity and Systems, Outreach and Consumer Feedback

Business and Financial Management, Leadership and Staffing

Professional Ethics for CPA's (CPE Course 2004)

Auditing SAS 99 Fraud Training 2004

National Association of Community Health Centers Coding Training July 2004

Karrass External Negotiation Training Level I and II (2005)

Karrass Internal Negotiations Training (2005)

NACHC Financial and Operations Management Level III, July 2005

NACHC Corporate Compliance Training, April 2005

NACHC Strategic Planning Training, Sept 2005

National Health Service Corps (NHSC) Interview Training, Jan 2005

NHSC Interviewing, May 2005

US Six Sigma Green Belt 2006

LEAN Leadership Training 2006

FQHC Grassroots Development Training 2006

Midwest Stream Farmworker Health Forum 2006

US Six Sigma Black Belt 2007

Farmworker Health Services, Inc. Cultural Competency 2008

Lean Management 2007-2008

Theta Healing Training 2008

LEAN Training: 5S, Plan Do Check Act (PDCA), Kaizen Teian, Visual Flow Mapping, Visual Management

Financial Operation Management Information Technology

Capital Development and Business Planning 2010

FQHC Strategic Planning 2010

HRSA 340B Training, June 2010

Health Care Forum Leadership Summit AHA 2010

Vital Smarts Influence Certification 2010

## ***PROFESSIONAL CREDENTIALS AND ASSOCIATIONS / PERSONAL***

Board Member of Lubbock United Neighborhood Association (Co-Chairman 2003)

Member, Lubbock Chamber of Commerce Transportation and Legislative Committee (2001-2002)

Soccer Coach, U11 Boys – Silver Stars (since 1997 – 2000)

Treasurer of the Board, Christ the King Foundation (1994 – 1998)

Member, Medical Group Management Association (MGMA) (since 1994)

Member, American College of Healthcare Executives (ACHE) (1993)

Member, Healthcare Financial Management Association (HFMA) (since 1992)

\* Certified Public Accountant (June 1993 to Present)

Knights of Columbus (since 1992)

Toastmasters International (1992 to 1997)

Certified Pulmonary Function Technician (June 1988)

\* Registered Respiratory Therapist (June 1985)

Member, American Association of Respiratory Care (1983 – 1991)

Member, Texas Society of Respiratory Care (1983 – 1991)

## **Darnel Viray Dabu, MD, MPH, FAAFP**

**Medical Director**

**Community Health Center of Lubbock**

3301 Clovis Road

Lubbock, Texas

USA, 79415

Phone: (806) 765-2611

E-mail: [ddabu@chcl.tachc.org](mailto:ddabu@chcl.tachc.org)

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**Community Health Center of Lubbock**

Lubbock, Texas, USA

**Medical Director**

**Family Medicine Physician**

License #N7076

*Year 2010 – present*

*Year 2010 – present*

### **POSTGRADUATE EDUCATION & TRAINING**

**University of Arkansas for Medical Sciences**

Area Health Education Center – South Arkansas

El Dorado, Arkansas, USA

**Most Outstanding Resident Award**

*Year 2010*

**Chief Resident**

*Year 2009 – 2010*

**Family Medicine Resident Physician**

*Year 2007 – 2010*

**Correct Care, Inc.**

Chicot Memorial Hospital, Lake Village, AR

McGehee-Desha County Hospital, McGehee, AR

**Emergency Room Physician**

*Year 2009 – 2010*

**University of the Philippines**

Manila, Philippines

Master of Public Health

**University Scholar Award**

*Year 2003 – 2004*

**University of Santo Tomas Hospital**

Manila, Philippines

Internship Training Program

*Year 1999 – 2000*

### **EDUCATION**

**University of Santo Tomas**

Manila, Philippines

Doctor of Medicine

*1995 – 1999*

**University of Santo Tomas**

Manila, Philippines

B.S. Medical Technology

*1991 – 1995*

### **LICENSURE CERTIFICATES**

**Texas State Medical Board**

Texas, USA

Texas Medical License

*July 2010*

### **Arkansas State Medical Board**

Arkansas, USA

Arkansas Medical License

*October 2009*

### **Educational Commission for Foreign Medical Graduates**

Illinois, USA

ECFMG Certificate

*October 2006*

## **CERTIFICATIONS**

### **American Board of Family Medicine**

Lexington, Kentucky, USA

**Board Certified in Family Medicine**

*active since September 2010*

## **COMMITTEE**

### **Community Health Center of Lubbock Professional Review Committee**

Lubbock, Texas, USA

*October 2010 - present*

### **Community Health Center of Lubbock Performance Improvement Committee**

Lubbock, Texas, USA

*November 2010 - present*

### **Community Health Center of Lubbock Professional Review Committee**

Lubbock, Texas, USA

*November 2010 - present*

### **Medical Center of South Arkansas Peer Review Committee**

El Dorado, Arkansas, USA

*March 2009 – March 2010*

## **Publications**

### **Evidence-Based Practice July 2010 Vol.13, No.7, page 11**

Platelet function testing in patients on anti-platelet drugs after a coronary event,  
University of Arkansas for Medical Sciences; FPIN, Dr.Dabu, Dr.Carroll

## **CONFERENCES**

Speaker AHEC Team Building; Medical Application of Science for Health; Diabetes, Community Awareness and a list of other conferences. UAMS AHEC South Arkansas (list can be provided per request)

## **ORGANIZATIONS**

- American Medical Association *Member, since June 2009*
- American Academy of Family Physicians *Member, since July 2007*

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Darnel Viray Dabu, MD, MPH

**Christina Marie Manley**  
Mobile (512) 983-4696  
christina.manley@ttu.edu  
2716 36<sup>th</sup> Street  
Lubbock, TX 79413

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## OBJECTIVE

To obtain a position in the health care industry that will allow me to utilize my marketing and business skills. Can begin working July 2016.

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## EDUCATION

<b>Rawls College of Business, Texas Tech University</b>	Lubbock, TX
Master of Business Administration, Health Organization Management	August 2016
Master of Science in Business Administration, Health Administration	August 2016
Bachelor of Business Administration, Marketing and Management	May 2015

## AWARDS AND HONORS

Sigma Iota Epsilon Honor Society (President Fall 2014-Spring 2015)	Spring 2014-Spring 2015
Rawls College Dean's List	Fall 2013-Spring 2015
Rho Lambda Honor Society	Fall 2013-Spring 2015
Chi Omega Academic Honors List	Fall 2012-Spring 2015
Gamma Beta Phi Honor Society	Spring 2015

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## EMPLOYMENT HISTORY

### Community Health Center of Lubbock

Lubbock, TX

*Site Manager/Program Manager*

October 2015-Present

- Monitor daily clinic activities and ensure adherence to policies and procedures
- Coordinate women's health program across multiple clinics
- Establish effective communication methods to ensure standards align between clinics
- Work to achieve the Community Health Center's goals and objectives

### Texas Tech Biology Department

Lubbock, TX

*Dr. Dini's Student Assistant*

August 2014-December 2014

- Tracked daily class attendance of 600 students
- Compiled student assignments per Dr. Dini's direction

### Texas Medical Association Political Action Committee (TEXPAC)

Austin, TX

*Intern; Political Research Assistant*

May 2014-August 2014

- Researched candidate fundraising trends and campaign fiscal health
- Identified and cultivated potential donors by researching past political contribution and affiliation history
- Collaborated with communications staff and graphic design team to produce advertisements for Texas Medicine which is distributed to an audience of 47,000
- Drafted generational target marketing pieces
- Facilitated the planning and advertisement of candidate fundraising events
- Researched, proposed and ordered promotional items and tangible member perks
- Assisted in the content maintenance of the TEXPAC website
- Served as a member of the cross-divisional TEXPAC re-branding team

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## ORGANIZATIONS AND ACTIVITIES

Texas Tech Supply Chain Association	Spring 2014
Texas Tech Marketing Association	January 2013-Spring 2015
Make A Wish Organization/Wish Granter	January 2013-Present
Chi Omega Sorority	August 2011-Present

# Barbra Moore

3642 Ridgely ♦ Lubbock, Tx 79407 ♦ (806) 786-9330 ♦ bmoore2327@gmail.com

## Profile

Experienced manager with strong leadership and relationship-building skills. Energetic, results-oriented team-player eager to bring my strong administrative skills to a growing company who needs top-level support. Talent for quick mastering of information and technology to enable information to be easily understood as it is delivered to local management. Demonstrated history of producing accurate, timely reports.

Flexible and versatile, able to successfully work with multiple talented professionals. Thrive in deadline-driven environments. Excellent team-building skills.

## Core Competencies & General Management Strenths Include:

- ♦ Report development
- ♦ Problem resolution
- ♦ Administrative support
- ♦ Microsoft Office skills
- ♦ Staff training/development
- ♦ Employee scheduling
- ♦ QuickBooks
- ♦ Report analyst
- ♦ Administrative operations
- ♦ Adapt to diverse groups
- ♦ Excellent communication skills
- ♦ Budget development
- ♦ Able to multi-task

## Professional Experience

### COMMUNITY HEALTH CENTER OF LUBBOCK, INC

October 2012 – Current

#### INTERIM FINANACE DIRECTOR

- ♦ Responsible for monthly financial preparation for multi-site FQHC, including medical, dental, vision and mental health providers
- ♦ Financial monitoring, voucher submittals and statistical reporting for grants, including federal and local funding
- ♦ Development, implementation and sustaining critical reports including site specific financials and measurements
- ♦ Monitor, review and facilitate staffing adjustments as needed
- ♦ Payroll management and monitoring. Verifying 941 tax reports processed and paid.
- ♦ Audit management and prep work.
- ♦ Accounts Payable processing and bank reconciliations.

### BEAKLEY AND ASSOCIATES

May 2011 – July 2012

#### BOOK-KEEPER/PAYROLL

- ♦ Verified and logged in deadlines for responding to daily inquiries and outlined the appropriate process and procedures necessary to fulfill and complete inquiries.
- ♦ Managed daily office operations and maintenance of equipment, maintaining accurate records for all business supplies.
- ♦ Excelled within deadline-intensive environment, ensuring accurate and on-time completion of all projects.
- ♦ Performed accounts receivable duties including invoicing, cash application, researching chargebacks, discrepancies, issuing credit memos, reconciliations and responding to customer requests for documentation.

# Barbra Moore

## LA PETTIE ACADEMY

August 2004 – April 2011

### DIRECTOR

- ◆ Trained, coached and mentored staff to ensure smooth adoption of new programs.
- ◆ Implemented innovative programs to increase employee loyalty and reduce turnover.
- ◆ Monitor staffing needs to ensure proper staffing in all areas
- ◆ Planned and executed events and marketing programs, producing five times target number of qualified leads.
- ◆ Continually adapting to industry changes, including changes in local markets
- ◆ Responsible for analysis of new opportunities; identifying financial viability
- ◆ Responsible for implementation of necessary changes upon completion of acquisition
- ◆ Responsible for auditing and clean-up of schools to transition to new directors.

### *Education*

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SOUTH PLAINS COLLEGE - 1997

Studied Business Administration

## FORM H: FUNDING REQUEST AND CLIENTS SERVED

**Legal Business Name of**
**Respondent:** Community Health Center of Lubbock, Inc.

**Funding Requests**

Funding requests must be based on the total cost of providing services and conducting activities that enhance the clinical outcomes of HTW Fee-for-Service clients. These activities may include but are not limited to:

- x Assisting eligible women with enrollment into the HTW Fee-for-Service Program; x Direct clinical care for women deemed presumptively eligible for the HTW Fee-for-Service Program; x Staff development and training related to HTW Fee-for-Service Program service delivery; and
- x Client and community based educational activities related to the HTW Fee-for-Service Program.

<b>Total Funding Request</b>	\$ 431,279
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**Clients Served:**

The number of clients a respondent intends to serve through the HTW Fee-for-Service Program will be used to assess, in part, the respondent's effectiveness in providing the proposed support services under the contract resulting from this RFP.

NOTE: This total must be a reasonable estimate of the number of Unduplicated Clients the respondent proposes to serve in the HTW Fee-for-Service Program.

1. **Clinical Services:** Enter the number of Unduplicated Clients respondent intends to serve in the HTW Fee-for-Service Program during the term of the contract in the table below:

**Table 1: Clinical Services**

<b>Proposed Number of Clinical Clients to be Served:</b>	3,140
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## FORM I: WORK PLAN

### Legal Business Name of

**Respondent:** Community Health Center of Lubbock, Inc.

1. Reference the instructions on Form I - Work Plan Guidelines.
  2. Respondent must not exceed 4 pages per program component, for a total of 20 pages.
- 

### Program Administration and Management:

**a. Identify the services respondent proposes to provide:**

With the Healthy Texas Women (HTWP) funding CHCL's team of professional will provide preventive health, medical counseling, and educational services that assist low-income women to manage their fertility and achieve optimal reproductive and general health and include, the following services: pelvic examinations, contraceptive services (pregnancy prevention and birth spacing), pregnancy testing and counseling, sexually transmitted infection services, breast and cervical cancer screenings and diagnostic services, immunizations, cervical dysplasia treatment, and other preventive services. CHCL staff already deliver on-site primary and preventive medical and oral health care, supplemental health services as needed, and enabling services (translation, eligibility assistance, outreach and transportation. Emergency and other services, while not included as part of the proposed project will be available through existing resources.

CHCL faces challenges with patient mammography compliance amongst women over age 40. These challenges arise because of both affordability and location of the mammography services. CHCL proposes to add a mammography unit to our X-Ray department which will facilitate easy access and affordability. The X-Ray department will be staffed by a 0.5FTE X-Ray Technician.

**b. Identify the Priority Population to be served;**

The priority population to be served under this grant will be uninsured women, ages 18 to 44, that are currently being served under the Women's Health Services or receiving any family planning services under any other program, and any new clients that qualify for this program.

**c. Describe organizational workforce, support systems (training, research, financial and administrative systems, technical assistance and support, etc.), and other infrastructure available to achieve service delivery and policy-making activities;**

Organizational Work Force: To accomplish the proposed project CHCL will assure provider and support Staff FTE at each of the 6 clinics include: Physician, Advanced Practice Nurse (APN), LVN/MA, Receptionist, Phone operator and Financial Screener: 1.0. Providers will be tasked with using appropriately approved protocols and/or standing delegation orders (from Medical Director) for diagnosis and treatment of patients, consistent with industry standards. The noted staff will be supported via 0.18 FTE key personnel and other support staff members.

Two full time Care Coordinator will be utilized throughout all the clinics to:

- Facilitate rapid scheduling of appointments, tests and procedures
- Assist with coordination of annual screenings



- With guidance from the provider will provide information about symptom management
- With guidance from the provider provide will provide on-going disease information, education and support services

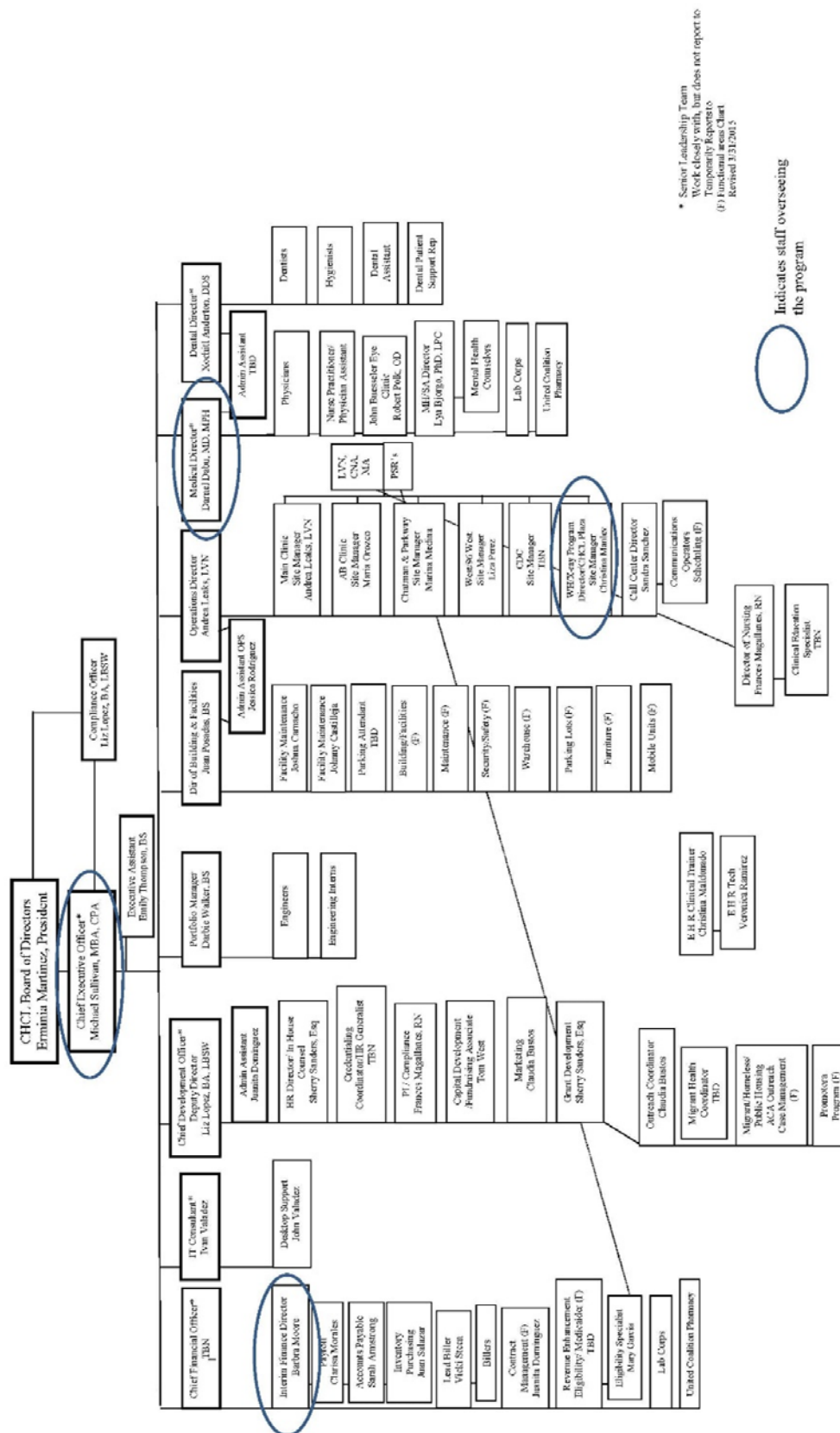
Support Systems: CHCL currently offers a wide-array of medical and oral health services using a multi-site, freestanding family practice model of care. CHCL's team of professional staff deliver on-site primary and preventive medical and oral health care, immunizations, supplemental health services as needed, and enabling services (translation, eligibility assistance, outreach and transportation). Emergency and other services, will not be included as part of the proposed project but will be available through existing resources. The Board has policies and procedures in place that meet Joint Commission standards. CHCL's EHR and Accounting systems are appropriate to manage all clinical and fiscal aspects.

Other infrastructure: CHCL's information structure includes electronic practice management and electronic health records (medical and dental). Appointments, reminders, tracking of referrals and tests, and access to evidence-based tools that providers can use to make decisions about a patient's care, and facilitate service delivery.

CHCL has in place a Policy/Competency/SOP (Standard Operating Procedure) Committee. This committee meets regularly, at least monthly, and more frequently when needed. As changes in existing programs, new programs, or compliance regulations change, this committee works to update or develop new policies and procedures.

Training and Development is in the purview of the Human Resources Department and the Performance Improvement Committee. Training needs are identified through chart audits, clinic walk-throughs, patient complaints, etc. Training is conducted as needed. Required training to meet regulatory compliance, or grant requirements are included in the annual training calendar.

- d. **Include a copy of the Institutional Review Board's approval if the respondent is currently conducting research on individuals who receive services through any HHSC-funded programs;** CHCL is not currently conducting any research on individuals who receive services through any HHSC-funded programs.
- e. **Provide an Organizational Chart**  
See following page.



**f. Job descriptions** for the following key employees related to the HTW Program are being provided: Medical Director, Staff Physician, Nurse Practitioner, Clinical/Program Director, PI/Compliance Coordinator, EHR Clinical Specialist, Interim Finance Director, Financial Screener (eligibility) and Billing Clerk. See attached at the end of Form I.

**g. Describe how respondent will design, implement, and monitor the HTW Program budget in order to ensure the provision of support services to clients throughout the contract term.**

CHCL has a long history of managing state grants. Our system includes the use of electronic systems and assuring accuracy, along with timeliness in reporting, along with appropriate storage and billing of related service information. CHCL has policies, procedures, protocols, Standing Delegation Orders (SDO), data gathering, reporting, administrative and clinical systems in place to meet requirements set forth by various state and federal funding sources including those under this funding initiative. CHCL utilizes Electronic Information Systems to support publicly funded community health center practices clinical, patient, and fiscal data gathering tasks.

Reporting requirements for this grant will be programmed into the CHCL practice management systems and can be adapted as requirements change to assure timely submission of required reports and billings. Accuracy of data is quality checked on a regular basis to assure accuracy. CHCL has an internal audit process to ensure staff is accurately documenting the status and enrollment of patients so data is valid when submitting to HHSC. Data is stored electronically and protected by an offsite back-up system to assure its availability in the event of a malfunction of main systems. Data reports are generated free of patient data using assigned coding systems and reflect aggregate information unless otherwise predetermined and patients have authorized its release. PI data is maintained in a secure area in the PI Department.

Charges are entered at the time of the visit to determine if collections need to be from the patient or from a third party. If fees are collected from the patient, CHCL collects minimum copays prior to the visit. To submit claims to a third party, these are submitted each Monday for the prior week. The Billing Department of CHCL consists of five staff members that monitor and track unpaid claims and work to make those collections. CHCL uses Success EHS for practice management functions. The practice management system tracks encounters, billings, collections, patient information and demographics, allowing CHCL to generate accurate and appropriate reports on an ongoing and annual basis. Accurate collection and organization of data for required reporting of program-related statistics, as well as for internal monitoring and quality improvement is achieved. This integrated system brings information from clinical, administrative and financial operations into one place, allowing CHCL to grasp the full scope of performance and organizational wellness and strength. The system allows close monitoring of the budget(s) in order to ensure the provision of support services to clients throughout the contract terms.

The practice management system also generates aged accounts receivable by income source for analysis of efficiency of financial operations. CHCL also makes use of the Financial Edge Nonprofit Accounting Software to manage grant revenues, ensuring compliance with funding requirements and easy access to financial data to monitor various *fiscal* ratios on a regular basis. To maximize collection abilities, CHCL also utilizes the Medicaid Software to determine eligibility for Medicaid, CHIP, State grants, and special population grants, thus increasing financial stability through the organization's ability to collect payments from third party payors.

CHCL is financially viable and continues to maintain an unqualified audit opinion. CHCL has in place written billing, credit and collection policies and procedures, which include cash and internal controls, income documentation, purchasing and requisitions, accounts receivable and data processing, handling of bad debts on a regular basis, and systems for billing third parties within 15 days of service provision.

**Quality Assurance/Quality Improvement:**

- a. **Describe internal Quality Assurance/Quality Improvement (QA/QI) management and processes utilized to monitor services. Identify staff that participate in the QA/QI process and who is responsible for ensuring QA/QI policies and procedures are updated. Respondent must include job titles and qualifications of the identified individuals; and**
- b. **At a minimum, provide the following information:**
  - i. **Medical Director's involvement in the QA/QI activities:** The Medical Director is the Chairman of the Performance Improvement (PI) Committee. He is an integral part of the PI/Compliance Program and reports to the Board of Directors on a monthly basis. Other Leadership Staff that participate include: CEO, CDO, Dental Director, Interim Finance Director, PI Coordinator, Director of Operations, Human Resources, Program Coordinator, Site Managers, Eligibility Specialist/Clerical Supervisor, and Billing.
  - ii. **Activities used to identify trends of needed improvement and the frequency of those activities:** Health measure reports are run electronically and reported on a monthly basis to the PI Committee and the Board of Directors.
    - a. Monthly facility walk-throughs are conducted by the Safety Coordinators at each clinic. The findings and the progress on corrective actions are reviewed during the monthly Operations Walk-throughs which are conducted by key Administrative and Management Staff. The Environment of Care Annual Evaluation, which is presented to the Board of Directors, contains a summary of the walkthroughs conducted.
    - b. Patient Satisfaction surveys are conducted quarterly and reported to the PI Committee and the Board of Directors on a quarterly basis. Identified concerns or issues are addressed and corrections put in place as necessary.
  - iii. **Activities to ensure correction and follow-up to findings identified:**
    - a. Findings are noted in the PI Committee Meeting Agenda as "Follow Up Items" and tracked until corrected.
    - b. For issues that require extensive work, staff will use an A3. An A3 is a paper sized the metric equivalent of 11" x 17". This format is used to display the problem solving process or the complete planning project on one sheet of paper.
  - iv. **Use and frequency of client satisfaction surveys:**

Surveys are conducted quarterly in each clinic. A summary of the findings is made available to the PI Committee, Directors, Providers, Site Managers, Team Leaders, Supervisors, the CEO and the Board of Directors. The information is used for planning new services or

restructuring existing services and for improving client services identified in need of improvement.

**v. System used to identify, report, and monitor adverse outcomes:**

Incident reports are completed whenever an employee, patient, or visitor suffers injury, or whenever there is an occurrence not consistent with the routine operation of the clinic or the routine care of a particular patient. Incident reports are also completed in all cases of cardiac or respiratory arrest, or death, other than death prior to arrival where resuscitation at the clinic is not indicated. Incident reports are investigated by the Site Managers and can be escalated to the PI/Compliance Coordinator, the CEO and ultimately to the Board of Directors, if necessary. Corrective measures are implemented as indicated. Incident reports are maintained by the Operations Administrative Assistant and reported quarterly to the PI Committee and at least annually to the Board.

Medication near misses and errors are documented, investigated and trended by the PI/Compliance Coordinator.

Adverse Outcomes/Sentinel Events: An adverse event is “An injury resulting from a medical intervention related to a medication, including harm from an adverse drug reaction or a medication error.”<sup>1</sup> An adverse outcome is the actual harm to the patient. Adverse outcomes will be reported on an incident report form. Adverse outcomes will be investigated by the PI/Compliance Coordinator. Corrective action will be taken as appropriate, and follow-up will be conducted as indicated. Adverse events are reported to the PI Committee quarterly and at least annually to the Board.

A Sentinel event is defined as “A patient safety event (not primarily related to the natural course of the patient’s illness or underlying condition) that reaches a patient and results in death, permanent harm, or severe temporary harm. Sentinel events are a subcategory of adverse events.”<sup>2</sup> The Medical Director is notified when a sentinel event occurs, or possibly may have occurred. The Medical Director determines whether the event meets the criteria for review in accordance with the CHCL policies, and notifies the CEO in writing. An initial on-site evaluation is conducted, and if warranted, a comprehensive root cause analysis is conducted. Sentinel events reported to the PI Committee quarterly and at least annually to the Board.

**vi. Process used to develop and monitor use of Protocols and Standing Delegation Orders, including the staff involved in the process:**

- a. Protocols for midlevel practitioners are developed jointly by the Medical Director and the midlevel providers. Various texts and other reference books may also be utilized. Each midlevel and their supervising physician review the protocols annually and the supervising physician and Medical Director acknowledge, in writing, that they have reviewed the protocols. CHCL has adopted and provides the 5 Minute Consult 2016

<sup>1</sup> <https://e-dition.jcrinc.com/Frame.aspx>

<sup>2</sup> <https://e-dition.jcrinc.com/Frame.aspx>

by Frank J., M.D. Domino, Robert A., M.D. Baldor, Jeremy, M.D. Golding and Jill A., M.D. Grimes and to all family practice providers: *Pediatric Clinical Practice Guidelines & Policies: a compendium of evidence-based research for pediatric practice*, by the American Academy of Pediatrics for the pediatric providers; and *Williams Obstetrics* by Barbara Hoffman, Robyn Horsager, Patricia Santiago-Muñoz, and Kevin Worley), for perinatal providers. CHCL has also adopted and provides midlevel providers with *Clinical Guidelines in Family Practice*, 4th Edition by Constance Uphold and Mary Graham.

- b. Delegation Protocol: CHCL complies with SB 406, which was passed in 2013. The purpose of SB 406 is to:
  - Encourage the more effective utilization of the skills of a physician by establishing guidelines for the delegation of health care tasks to qualified APRNs and PAs
  - Allow APRNs/PAs to practice at the full extent of their education and experience
- c. Standing Delegation Orders: (SDOs) are developed by the Medical Director, with input from the providers, and the PI/Compliance Coordinator, as needed. Standing delegation orders are updated annually.

**vii. Professional Development**

**a. Describe how respondent will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures:**

CHCL will ensure health care professionals provide HTW Program services competently and with sensitivity to diverse client cultures by assuring that they attend webinars, conference calls, and in person trainings available through HHSC. Chart audits will be used to identify any areas that may be in need of improvement, and retrain as necessary.

**b. Identify staff, including job titles that will attend HHSC required trainings.**

Staff that will attend the trainings will be: the Clinical/Program Director, the PI/Compliance Coordinator, APN, and the Eligibility Specialist (representing billing and eligibility).

**viii. Recruitment**

**Respondent must describe how it will ensure Outreach, In-reach, and education to the Priority Population will be accomplished in every county of the proposed target service area(s) identified in Form B.**

CHCL Provider Staff in each clinic will provide hand out pamphlets to educate clients about the HTW program. The HTW program will also be added to CHCL's information fliers.

The Outreach Department will hold at least 4 focus groups in target areas to inform the prospective users of the clinic about the HTW program. Fliers will be available at all CHCL sponsored health fairs.

**Long-Acting Reversible Contraception (LARC) Usage:**

- a. Describe which LARC methods will be provided at respondent's clinic(s) and which LARC methods will be provided by referral.**

The LARC methods that will be provided at CHCL are the following Inter Uterine Devices:

- Mirena
- Skyla
- Paraguard
- Nexplanon

We do not refer out for LARC unless it involves removal of device that we are unable to perform in clinic.

- b. Describe efforts respondent will use to educate clients about LARC usage and efforts to increase LARC utilization rates in the Priority Population.**

CHCL providers will show videos and hand out pamphlets to educate clients about LARC usage. One on one counseling with patients will also be conducted during their visit to ensure the patient is a safe candidate for the LARC.

- c. Describe professional development opportunities that respondent will employ for staff related to LARC utilization and education.**

Whenever HHSC holds a clinical conference we will send provider representatives to learn about utilization and education. In-service programs will be used to educate those that do not attend the conferences.

**FORM I: WORK PLAN**

<b>Program Component B</b> <b>Program Administration and Management</b>				
<b>Goals: Population Health</b>				
<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
<b>a.</b> Support a HTW Clinical/Program Director position for this grant  <b>b.</b> Train the Clinical/Program Director  <b>c.</b> To utilize this funding care for the populations in most need  <b>b.</b> Utilize 2 Care Coordinators to: <ul style="list-style-type: none"> <li>● Facilitate rapid scheduling of appointments, tests and procedures</li> <li>● Assist with coordination of annual screenings</li> <li>● Provide information about symptom management</li> <li>● Provide on-going disease information, education and support services</li> </ul>	<b>a.</b> Identify the best prospect, internally, or hire a Program Coordinator  <b>b.</b> Attend HHSC sponsored training as it becomes available  <b>c.</b> Identify prospective patients by targeting low-socioeconomic communities by means of at least four (4) focus groups  <b>b.1.</b> Advertise internally for position, and/or externally if needed  <b>b.2.</b> Hire Care Coordinator  <b>b.3.</b> Train  <b>b.4.</b> Commence utilizing Care Coordinator.	<b>a.</b> Program Coordinator in place  <b>b.</b> Receipts of registration, travel and lodging  <b>c.</b> Four (4) focus groups will be held from July 1, 2016 to August 31, 2016  <b>b.1.</b> Copies of ads.  <b>b.2.</b> HR hiring records  <b>b.3.</b> Training records  <b>b.4.</b> EHS reports on Care Coordinator activity	<b>a.</b> Human Resources  <b>b.</b> Clinical/Program Director  <b>c.</b> Outreach Coordinator  <b>b.1.</b> Clinical/Program Director  <b>b.2.</b> Clinical/Program Director  <b>b.3.</b> Clinical/Program Director  <b>b.4.</b> Clinical/Program Director	<b>a.</b> July 15, 2016  <b>b.</b> October 30, 2016  <b>c.</b> August 31, 2016



**FORM I: WORK PLAN**

<b>Program Component B</b> <b>Quality Assurance/Quality Improvement</b>
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**Goals: Performance Improvement**

Objectives	Activities	Measurement	Staff Responsible	Completion Date
<b>a.</b> To improve the percentage of women age 21 to 44 who have had a pap test as recommended by the American Cancer Society/American Society for Colposcopy and Cervical Pathology/American Society for Clinical Pathology (ACS/ASCCP/ASCP).	<b>a.</b> A base line will be established using data from September 1, 2015 to August 31, 2016.	<b>a.</b> The % of female patients 21 – 44 years of age receiving one or more Pap tests from July 1, 2016 to August 31, 2017.	<b>a.</b> EHR Specialist	<b>a.</b> 10/31/2016
	<b>a.1.</b> Pre-work, commencing July 1, 2016, will include flagging the records of patients due or past due their pap test and facilitating appointments for pap tests.  <b>a.2.</b> EHS reports of percentage of women ages 21 to 44 indicate improvement		<b>a.1.</b> Care Coordinator and/or the nurse  <b>a.2.</b> PI/Compliance Coordinator	<b>a.1.</b> Ongoing  <b>a.2.</b> August 31, 2016
<b>b.</b> To improve the percentage of women ages 40-44 who have had a mammogram within the year,	<b>b..</b> Request a mammography unit from HHSC.  <b>b.1</b> Once funding is received, purchase and install mammography unit.  <b>b.2.</b> Hire X-Ray Technician.  <b>b.3.</b> Commence services	<b>b.</b> Grant application request for mammography unit.  <b>b.1.</b> Bids and purchase of unit.  <b>b.2.</b> Copies of job announcement  <b>b.3.</b> X-Ray tech hired, equipment, policies, etc. in place.		



**FORM I: WORK PLAN****Program Component D  
Recruitment****Goals:**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
<b>a.</b> Develop a HTW pamphlet and a LARC pamphlet	<b>a.1.</b> Convene a team to gather information to include in pamphlets	<b>a.1.</b> Team in place	<b>a.1.</b> Outreach Department Coordinator	July 15, 2016
	<b>a.2.</b> Conduct a PDCA for each of the pamphlets with a few patients.	<b>a.2.</b> Results of PDCAs	<b>a.2.</b> Outreach Department Coordinator	
	<b>a.3.</b> Completion of pamphlet	<b>a.3.</b> Completed PDCA ready for use	<b>a.3.</b> Outreach Department Coordinator	<b>a.3.</b> July 30, 2016
<b>b.</b> Provider staff distribute at least 30 HTW pamphlets per month and 10 LARK pamphlets to prospective candidates.	<b>b.</b> Track number of pamphlets distributed and how many remaining per month	<b>b.</b> Provision and Distribution reports	<b>b.</b> Outreach Department Coordinator	<b>b.</b> Commencing August 1, 2016 and on-going

**FORM I: WORK PLAN****Program Component E  
LARC Usage****Goals:**

<b>Objectives</b>	<b>Activities</b>	<b>Measurement</b>	<b>Staff Responsible</b>	<b>Completion Date</b>
<b>a.</b> Insert at least 2 long-acting reversible contraceptive devices per month.  <b>b.</b> Provider staff distribute at least 10 LARK pamphlets to prospective candidates every month.	<b>a.</b> Assure training of providers on insertion and removal of LARC devices  <b>b.</b> Track number of pamphlets distributed and how many remaining per month	<b>a.</b> Certificates filed in provider's personnel file.  <b>b.</b> Provision and Distribution reports	<b>a.</b> MD, APN  <b>b.</b> Clinical/Program Director	<b>a.</b> July 15, 2016

**JOB DESCRIPTION/EVALUATION****NAME:****JOB TITLE:** Medical Director**DEPARTMENT:** Medical**REPORTS TO:** Chief Executive Officer**EMPLOYMENT STATUS:** FLSA (Federal Labor Standards Act) Exempt  
ADA (American Disability Act) Negotiable**OSHA RISK CATEGORY:** I – Tasks that involve exposure to blood, body fluids or tissues**Top 3 Goals:** 1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_**JOB SUMMARY:**

The Medical Director coordinates medical activities of the Community Health Center of Lubbock (CHCL). The Medical Director coordinates activities of medical staff with those of other operating units of the clinic. Assists in establishing standards of medical service, and develops organizational plans to carry out clinical activities and utilization peer review. Advises all clinicians, and recommends appointment and promotion policies. Initiates and directs staff conferences to discuss medical problems for instructional purposes. Acts as consultant in unusual and difficult medical cases and advises medical staff on a variety of problems. With the Management Team (CEO, CFO, Director of Operations, and Clinic Directors) plans the clinical goals and objectives for CHCL. Represents CHCL at meetings of professional groups. Determines that relations of medical staff with public and community at large reflect established governing board policies.

**JOB DUTIES/RESPONSIBILITIES:**

	Evaluation Rating							Competency Skills	
	Weight N/A	0	1	2	3	4	5	Level	Method
1. <b>Patient Experience:</b> All employees must adhere to CHCL standards of Attendance & Punctuality, Customer Service (Vital Behaviors), LEAN adaptation and Teamwork and Flexibility and will be evaluated through the standard process (attached). Measurements will be standard for the organization for all employees, recorded on the Summary Assessment form through: *Tracers, *Observation *EHS, AOD, Clinic prepared reports, Survey Results and Attendance Records at required training sessions and Committee meetings.	N/A								
2. <b>Financial Stability:</b> Sets goals and objectives for future program development. Hoshin measurement: Improve Cost/encounter.									
3. <b>Organizational Development:</b> Manages the medical program and medical staff for the efficient and effective delivery of medical health care. Hoshin measure: Onboarding measures for Evaluations and Staff Development.									

4. <b>Population Health:</b> Analyze the medical needs of the community to determine changes, trends and discrepancies in the medical care pattern of the community-at-large.									
5. <b>Organizational Development:</b> Completes special projects as assigned by administration.									
6. <b>Patient Experience:</b> Develops a plan of care for each patient, including: complete medical history, physician examination, diagnosis, appropriate treatment and/or referral, including hospitalization where necessary. Hoshin measurement: Monitoring and reporting medical calls standard for the organization based on reports of outstanding work on EHS, i.e. completion of referrals, lab orders, refills, etc.									
7. <b>Population Health:</b> Participates in the Health Promotion/Disease Prevention activities required by the U.S. Public Health Service. Hoshin measurement: Show improvement in Health Care Plan outcomes and periodicity compliance.									
8. <b>Financial Stability:</b> Provides primary medical care by caring for all patients in accordance with the physician's medical specialty. Hoshin measurement: Productivity per budgeted encounters. Goal is 3 visits/hour or 24/day.									
9. <b>Organizational Development:</b> Attends all medical staff, PI meeting and other assigned meetings and training. (Ex. A3 team meetings, Site or All Staff meetings, etc.). Hoshin measurement: A3 participation.									
10. <b>Patient Experience:</b> Uses all available resources in diagnosis and treatment, such as laboratory and radiological testing, in an appropriate and cost efficient manner.									
11. <b>Patient Experience:</b> Confers with consulting physicians, nurse, patients, and patient's families concerning treatment and care of patients.									
12. <b>Patient Experience:</b> Refers those cases, which require specialist services, but maintains responsibility, assuring that continuity of care is provided.									
13. <b>Patient Experience:</b> Complete necessary paperwork in a timely manner.									
14. <b>Patient Experience:</b> Use formulary prescription except in cases where patient care could be comprised.									
15. <b>Patient Experience:</b> Perform as needed minor "out-patients" clinical procedures. These procedures include but are not limited to: joints, aspiration and/or infections, minor abscesses incision and drainage, urinary tract catheterization, superficial wound sutures, etc.									

16. <b>Patient Experience:</b> Physician may use his hospital staff privileges to ensure continuity of patient's care, in cases where hospital admission is medically indicated.									
17. <b>Patient Experience:</b> Physician provides on call, after hour's coverage through carrying a pager/cellular phone and being available by telephone for patient care emergencies.									
18. <b>Population Health:</b> Stresses the importance of preventive health care measures.									
19. <b>Population Health:</b> Performs other necessary duties as required by the community health center to meet the goals of providing primary health care.									
20. <b>Financial Stability:</b> Recognize own role in marketing of clinic services by developing positive relations with the public in general.									
21. <b>Financial Stability:</b> Assist in ensuring compliance with UDS (Universal Data System) requirements in relation to productivity, encounter cost, and utilization of ancillary services.									
22. <b>Financial Stability:</b> Facilitate secondary referrals, and making sure that communication with clinic staff is adequate.									
23. <b>Organizational Development:</b> Responsible for Oversight of Nurse Practitioners. Accept referral from Nurse Practitioners on patients with more complex problems.									
24. <b>Organizational Development:</b> Attends and participates in the health center's performance improvement activities and performs duties in accordance with applicable standards.									
25. <b>Organizational Development:</b> Participate in the medical performance improvement activities that include peer review mechanisms; assist in the review of protocols, and standing orders for physicians, mid-level practitioners, and nurses.									
26. <b>Organizational Development:</b> Work with other physicians to develop needed work protocols.									
27. <b>Organizational Development:</b> Participates on the Peer Review Committee and performs Peer Review audits.									
28. Other duties as assigned. _____									

**Total goal 4200 encounters:** \_\_\_\_\_

### OTHER JOB REQUIREMENTS

Support Mission and Values (Teamwork, Service, & Excellence) of CHCL at all times.

Maintain a positive attitude.  
Be flexible to meet the needs of our patients.  
Adhere to all safety standards and protocols.  
Actively engage in Daily Huddles and support team toward continuous improvement.  
Adhere to standard processes and procedures, following the chain of command to raise any issues.  
Adhere to HIPAA rules and regulations regarding the protection of the patient's health information.  
Actively refer to CHCL clinics.  
Promote our Healthy Kids Club and encourage membership.  
Foster a positive work environment.  
Represent the agency in a positive manner.  
Keep any licenses or certification including CPR up to date.  
Inform supervisor immediately if there is a change in your criminal background status.

### **JOB QUALIFICATIONS:**

Education: Graduation from an accredited medical school. Must have a license to practice in Texas. Is Board certified or Board eligible in one of the primary care specialties, (Family Medicine, General Internal Medicine, or Pediatrics).

Licensure: License to practice medicine in the State of Texas, board certified or board eligible.

Expertise: Considerable experience in one or more branches of primary medicine, and administrative or supervisory experience in a health delivery system.

Knowledge: Authoritative knowledge of the principles, practices, and techniques of a branch of medicine and extensive knowledge of the methods, techniques, literature, and principles in the broad field of medical science, and in the field of quality assurance. Good working knowledge of administrative practices and procedures, teaching methods, medical ethics, public health regulations, and standards of practice. May be called upon to apply principles of personnel administration to selection, placement, and supervision of medical staff.

Language: Preferred Bilingual English/Spanish Travel: Occasionally

Hours of Work: 8am-5pm M-F with some weekend/evening work.

### **PHYSICAL REQUIREMENTS**

Designated by information on the attached checklist for physical activities and requirements of the position

### **EVALUATION RATING:**

**Sum of all ratings (0, 1, 2, 3, 4, 5) multiplied by the % of job responsibility = Overall Performance**

- 5** Exceptional Performance – Consistently performs all duties in an exceptional manner. Exceeds expectations and goes regularly beyond what are required of the job. Work is of the highest quality and quantity. Highly responsive. For an audit/tracer measurement -100% score.
- 4** Exceeds Standards – Works in manner considerably above the normal expectations for the position. Work is of high quality and quantity. Frequently exceeds what is expected in the position, very responsive. For an audit/tracer measurement 90% - 99% score.
- 3** Meets Standards – Fully meets and occasionally exceeds the requirements of this performance factor. Performance consistently meets established expectations, requirements, or standards. Has a normal response time. For an audit/tracer measurement 80% - 89% score.
- 2** Almost Meets Standards (Improvement needed) – Inconsistently meets the performance factors; performance needs improvement to achieve expectations/standards. For an audit/tracer measurement 70%- 79% score.
- 1** Does Not Meet Standards (Unmet Expectations) – Fails to meet acceptable performance in this area. This performance level requires improvement action steps to be developed. Performance results are not satisfactory. For an audit/tracer measurement 60%-69% score.
- 0** Fails to perform required function – Fails to demonstrate or perform required elements of job function at all. For an audit/tracer measurement less than 60% score.



**Competency Verification Level Codes:**

E- Excellent (5) G – Good (4)

S-Satisfactory (3)

N – Needs Improvement (0-2)

**Verification Method Codes:**

C – Course/Class

V – Verbal Knowledge

M – Mandatory Review

CF – Customer Feedback

W – Written Material

AV – Audiovisual

S – Standard of Care Review

D - Demonstration

Please indicate any training needs you may have now or in the future: \_\_\_\_\_

\_\_\_\_\_

Your signature will indicate that you have read and understand the Intern job description, physical requirements, evaluation process, and competency skills evaluation.

**Initial Hire** \_\_\_\_\_ **90 Day Introductory Period** \_\_\_\_\_ **Annual** \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

Comments (use back if necessary): \_\_\_\_\_

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\_\_\_\_\_

**JOB DESCRIPTION/EVALUATION****NAME:****JOB TITLE:** Staff Physician**DEPARTMENT:** Medical**REPORTS TO:** Medical Director**EMPLOYMENT STATUS:** FLSA (Federal Labor Standards Act) Exempt  
ADA (American Disability Act) Negotiable**OSHA RISK CATEGORY:** I – Tasks that involve exposure to blood, body fluids or tissues**Top 3 Goals:** 1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_**JOB SUMMARY:**

The Staff Physician works as part of the medical provider team providing medical services to the patients of the Center. In addition, Staff Physicians, unless specifically exempted by the Medical Director, shall be qualified to serve on the Medical Staff of a local hospital and supervise community health center PA's or NP's as appropriate.

JOB DUTIES/RESPONSIBILITIES:	Evaluation Rating							Competency Skills	
	Weight N/A	0	1	2	3	4	5	Level	Method
1. <b>Patient Experience:</b> All employees must adhere to CHCL standards of Attendance & Punctuality, Customer Service (Vital Behaviors), LEAN adaptation and Teamwork and Flexibility and will be evaluated through the standard process (attached). Measurements will be standard for the organization for all employees, recorded on the Summary Assessment form through: *Tracers, *Observation *EHS, AOD, Clinic prepared reports, Survey Results and Attendance Records at required training sessions and Committee meetings.									
2. <b>Patient Experience:</b> Develops a plan of care for each patient, including: complete medical history, physician examination, diagnosis, appropriate treatment and/or referral, including hospitalization where necessary. Hoshin measurement: Monitoring and reporting medical calls standard for the organization based on reports of outstanding work on EHS, i.e completion of referrals, lab orders, refills, etc.									
3. <b>Population Health:</b> Participates in the Health Promotion/Disease Prevention activities required by the U.S. Public Health Service. Hoshin measurement: Show improvement in Health Care Plan outcomes and periodicity compliance.									

4.	<b>Financial Stability:</b> Provides primary medical care by caring for all patients in accordance with the physician's medical specialty. Hoshin measurement: Productivity per budgeted encounters. Goal is 3 visits/hour or 24/day.									
5.	<b>Organizational Development:</b> Attends all medical staff, PI meeting and other assigned meetings and training. (Ex. A3 team meetings, Site or All Staff meetings, etc.). Hoshin measurement: A3 participation.									
6.	<b>Patient Experience:</b> Uses all available resources in diagnosis and treatment, such as laboratory and radiological testing, in an appropriate and cost efficient manner.									
7.	<b>Patient Experience:</b> Confers with consulting physicians, nurse, patients, and patient's families concerning treatment and care of patients.									
8.	<b>Patient Experience:</b> Refers those cases, which require specialist services, but maintains responsibility, assuring that continuity of care is provided.									
9.	<b>Patient Experience:</b> Complete necessary paperwork in a timely manner.									
10.	<b>Patient Experience:</b> Use formulary prescription except in cases where patient care could be comprised.									
11.	<b>Patient Experience:</b> Perform as needed minor "out-patients" clinical procedures. These procedures include but are not limited to: joints, aspiration and/or infections, minor abscesses incision and drainage, urinary tract catheterization, superficial wound sutures, etc.									
12.	<b>Patient Experience:</b> Physician may use his hospital staff privileges to ensure continuity of patient's care, in cases where hospital admission is medically indicated.									
13.	<b>Patient Experience:</b> Physician provides on call, after hour's coverage through carrying a pager/cellular phone and being available by telephone for patient care emergencies.									
14.	<b>Population Health:</b> Stresses the importance of preventive health care measures.									
15.	<b>Population Health:</b> Performs other necessary duties as required by the community health center to meet the goals of providing primary health care.									
16.	<b>Population Health:</b> Performs other necessary duties as required by the Medical Director to meet the goals of providing primary health care.									
17.	<b>Financial Stability:</b> Recognize own role in marketing of clinic services by developing positive relations with the public in general.									

18. <b>Financial Stability:</b> Assist in ensuring compliance with UDS (Universal Data System) requirements in relation to productivity, encounter cost, and utilization of ancillary services.									
19. <b>Financial Stability:</b> Facilitate secondary referrals, and making sure that communication with clinic staff is adequate.									
20. <b>Organizational Development:</b> Responsible for Oversight of Nurse Practitioners. Accept referral from Nurse Practitioners on patients with more complex problems.									
21. <b>Organizational Development:</b> Attends and participates in the health center's performance improvement activities and performs duties in accordance with applicable standards.									
22. <b>Organizational Development:</b> Participate in the medical performance improvement activities that include peer review mechanisms; assist in the review of protocols, and standing orders for physicians, mid-level practitioners, and nurses.									
23. <b>Organizational Development:</b> Work with other physicians to develop needed work protocols.									
24. <b>Organizational Development:</b> Participates on the Peer Review Committee and performs Peer Review audits.									
25. Other duties as assigned. _____									

**Total goal 4200 excounters:** \_\_\_\_\_

### OTHER JOB REQUIREMENTS

Support Mission and Values (Teamwork, Service, & Excellence) of CHCL at all times.

Maintain a positive attitude.

Be flexible to meet the needs of our patients.

Adhere to all safety standards and protocols.

Actively engage in Daily Huddles and support team toward continuous improvement.

Adhere to standard processes and procedures, following the chain of command to raise any issues.

Adhere to HIPAA rules and regulations regarding the protection of the patient's health information.

Actively refer to CHCL clinics.

Promote our Healthy Kids Club and encourage membership.

Foster a positive work environment.

Represent the agency in a positive manner.

Keep any licenses or certification including CPR up to date.

Inform supervisor immediately if there is a change in your criminal background status.

### JOB QUALIFICATIONS:

Education: Graduation from an accredited medical school with a degree of Doctor of Medicine or Osteopathy.

Licensure: License to practice medicine in the State of Texas, board certified or board eligible.

Experience: Sufficient experience and/or education to carry out the duties of this position.

Expertise: Extensive knowledge of the principles, practices and techniques of a branch of medicine; and knowledge of the methods, techniques, literature, practices, and principles of the broad field of medical science.

Language: Preferred Bilingual English/Spanish

Travel: Occasionally

Hours of Work: 8am-5pm M-F with some weekend/evening work.

### PHYSICAL REQUIREMENTS

Designated by information on the attached checklist for physical activities and requirements of the position

### EVALUATION RATING:

Sum of all ratings (0,1,2,3,4,5) multiplied by the % of job responsibility = Overall Performance \_\_\_\_\_

- 5 Exceptional Performance – Consistently performs all duties in an exceptional manner. Exceeds expectations and goes regularly beyond what are required of the job. Work is of the highest quality and quantity. Highly responsive. For an audit/tracer measurement -100% score.
- 4 Exceeds Standards – Works in manner considerably above the normal expectations for the position. Work is of high quality and quantity. Frequently exceeds what is expected in the position, very responsive. For an audit/tracer measurement 90% - 99% score.
- 3 Meets Standards – Fully meets and occasionally exceeds the requirements of this performance factor. Performance consistently meets established expectations, requirements, or standards. Has a normal response time. For an audit/tracer measurement 80% - 89% score.
- 2 Almost Meets Standards (Improvement Needed) – Inconsistently meets the performance factors; performance needs improvement to achieve expectations/standards. For an audit/tracer measurement 70%- 79% score.
- 1 Does Not Meet Standards (Unmet Expectations) – Fails to meet acceptable performance in this area. This performance level requires improvement action steps to be developed. Performance results are not satisfactory. For an audit/tracer measurement 60%-69% score.
- 0 Fails to perform required function – Fails to demonstrate or perform required elements of job function at all. For an audit/tracer measurement less than 60% score.

### Competency Verification Level Codes:

E- Excellent (5)    G – Good (4)                      S-Satisfactory (3)                      N – Needs Improvement(0-2)

### Verification Method Codes:

C – Course/Class	V – Verbal Knowledge	M – Mandatory Review
CF – Customer Feedback	W – Written Material	AV – Audiovisual
S – Standard of Care Review	D - Demonstration	

Please indicate any training needs you may have now or in the future: \_\_\_\_\_

Your signature will indicate that you have read and understand the Intern job description, physical requirements, evaluation process, and competency skills evaluation.

**Initial Hire** \_\_\_\_\_ **90 Day Introductory Period** \_\_\_\_\_ **Annual** \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

Comments (use back if necessary): \_\_\_\_\_

**JOB DESCRIPTION/EVALUATION****NAME:****JOB TITLE:** Advanced Nurse Practitioner**DEPARTMENT:** Medical**REPORTS TO:** Medical Director/Director of Clinical Operations**EMPLOYMENT STATUS:** FLSA (Federal Labor Standards Act) Exempt  
ADA (American Disability Act) Negotiable**OSHA RISK CATEGORY:** I – Tasks that involve exposure to blood, body fluids or tissues**JOB SUMMARY:**

The Advanced Nurse Practitioner is responsible for providing preventive and primary care as a part of a health care team in an ambulatory setting in a particular discipline. The Nurse Practitioner works in collaboration with a physician and provides care under established guidelines agreed upon by the nurse practitioner and the physician.

JOB DUTIES/RESPONSIBILITIES:	Evaluation Rating							Competency Skills	
	Weight N/A	0	1	2	3	4	5	Level	Method
1. <b>Patient Experience:</b> All employees must adhere to CHCL standards of Attendance & Punctuality, Customer Service (Vital Behaviors), LEAN adaptation and Teamwork and Flexibility and will be evaluated through the standard process (attached). Measurements will be standard for the organization for all employees, recorded on the Summary Assessment form through: *Tracers, *Observation *EHS, AOD, Clinic prepared reports, Survey Results and Attendance Records at required training sessions and Committee meetings.	N/A								
2. <b>Patient Experience:</b> Develops a plan of care for each patient based on information gathered during the interview and physical exam. Monitors patient's plan of care using current guidelines and protocols. Hoshin measurement: Monitoring and reporting medical calls standard for the organization based on reports of outstanding work on EHS, i.e. completion of referrals, lab orders, refills, etc.									
3. <b>Population Health:</b> Performs complete history and physical assessments and documents examinations and findings clearly and legibly. Hoshin measurement: Show improvement in Health Care Plan outcomes and periodicity compliance.									
4. <b>Financial Measures:</b> Performs necessary duties as required by CHCL to meet the goal of providing primary and preventive services. Hoshin measurement: Productivity per budgeted encounters. Goal is 2.25 visits/hour or 18/day.									
5. <b>Organizational Development:</b> Participates and contributes to CHCL's performance improvements programs, including active A3s. Hoshin measurement: Active participation in A3s.									
6. <b>Patient Experience:</b> Identifies normal vs. abnormal findings.									
7. <b>Patient Experience:</b> Educates and counsels.									
8. <b>Patient Experience:</b> Prescribes medication and treatment as needed for appropriate diagnoses.									
9. <b>Patient Experience:</b> Renders emergency treatment as appropriate.									

10. <b>Patient Experience:</b> Maintains all patient records to comply with required standards.									
11. <b>Patient Experience:</b> Works with collaborating physician to provide competent care, consulting with physicians on difficult/unusual patient care issues.									
12. <b>Patient Experience:</b> Contributes to and abides by the Safety and Environment of Care Plans.									
13. <b>Population Health:</b> Provide screening procedures for the purpose of early detection and prevention.									
14. <b>Population Health:</b> Provide periodic well exams as dictated by guidelines, state funding sources, and other payor sources.									
15. <b>Financial Stability:</b> Refers patients appropriately including to CHCL clinics.									
16. <b>Organizational Development:</b> Ensures that clinical guidelines are updated as required. Ensures that collaborating physician counter signatures are completed as required.									
17. <b>Organizational Development:</b> Works with physicians to establish needed guidelines and protocols.									
18. <b>Organizational Development:</b> Provides clinical expertise to the nursing staff and /or nursing/medical students.									
19. <b>Organizational Development:</b> Attends at least 80% of medical staff meetings.									
20. Other duties, as assigned: a. _____ b. _____ c. _____									

**OTHER JOB REQUIREMENTS**

Support Mission and Values (Teamwork, Service, & Excellence) of CHCL at all times.

Maintain a positive attitude.

Be flexible to meet the needs of our patients.

Adhere to all safety standards and protocols.

Actively engage in Daily Huddles and support team toward continuous improvement.

Adhere to standard processes and procedures, following the chain of command to raise any issues.

Adhere to HIPAA rules and regulations regarding the protection of the patient's health information.

Actively refer to CHCL clinics.

Promote our Healthy Kids Club and encourage membership.

Foster a positive work environment.

Represent the agency in a positive manner.

Keep any licenses or certification including CPR up to date.

Inform supervisor immediately if there is a change in your criminal background status.

**JOB QUALIFICATIONS:**

Education: Completion of a Nurse Practitioner Program at school of nursing accredited by appropriate governing body.

Licensure: Current license to practice as a Nurse Practitioner or current license to practice as a Registered Nurse and temporary license to practice as a Graduate Nurse Practitioner.

Certification: Certified by a national accreditation agency in the appropriate specialized area of practice desired.

Experience: Sufficient experience to carry out the duties of this position.

Expertise: Ability to communicate well and motivate staff.

Ability to develop appropriate patient care plans and teaches it to nursing staff.  
 Language: Preferred Bilingual English/Spanish  
 Travel:  
 Hours of Work: 8am-5pm M-F with some weekend/evening work. On-Call required.

### PHYSICAL REQUIREMENTS

Designated by information on the attached checklist for physical activities and requirements of the position

### EVALUATION RATING:

Sum of all ratings (0,1,2,3,4,5) multiplied by the % of job responsibility = Overall Performance \_\_\_\_\_

- 5 Exceptional Performance – Consistently performs all duties in an exceptional manner. Exceeds expectations and goes regularly beyond what are required of the job. Work is of the highest quality and quantity. Highly responsive. For an audit/tracer measurement -100% score.
- 4 Exceeds Standards – Works in manner considerably above the normal expectations for the position. Work is of high quality and quantity. Frequently exceeds what is expected in the position, very responsive. For an audit/tracer measurement 90% - 99% score.
- 3 Meets Standards – Fully meets and occasionally exceeds the requirements of this performance factor. Performance consistently meets established expectations, requirements, or standards. Has a normal response time. For an audit/tracer measurement 80% - 89% score.
- 2 Almost Meets Standards (Improvement Needed) – Inconsistently meets the performance factors; performance needs improvement to achieve expectations/standards. For an audit/tracer measurement 70%- 79% score.
- 1 Does Not Meet Standards (Unmet Expectations) – Fails to meet acceptable performance in this area. This performance level requires improvement action steps to be developed. Performance results are not satisfactory. For an audit/tracer measurement 60%-69% score.
- 0 Fails to perform required function – Fails to demonstrate or perform required elements of job function at all. For an audit/tracer measurement less than 60% score.

### Competency Verification Level Codes:

E- Excellent (5)    G – Good (4)                      S-Satisfactory (3)                      N – Needs Improvement(0-2)

### Verification Method Codes:

C – Course/Class	V – Verbal Knowledge	M – Mandatory Review
CF – Customer Feedback	W – Written Material	AV – Audiovisual
S – Standard of Care Review	D - Demonstration	

Please indicate any training needs you may have now or in the future:

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Your signature will indicate that you have read and understand the Intern job description, physical requirements, evaluation process, and competency skills evaluation.

Initial Hire\_\_\_\_\_ 90 Day Introductory Period\_\_\_\_\_ Annual\_\_\_\_\_

Employee Signature\_\_\_\_\_ Date\_\_\_\_\_

Supervisor Signature\_\_\_\_\_ Date\_\_\_\_\_

Comments (use back if necessary): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



**JOB DESCRIPTION****NAME:****JOB TITLE:** Clinical/Program Director**DEPARTMENT:** Clinical**REPORTS TO:** Project Director**EMPLOYMENT STATUS:** FLSA (Federal Labor Standards Act) Exempt  
ADA (American Disability Act) Negotiable**OSHA RISK CATEGORY:** II - Tasks that involve no exposure to blood, body fluids or tissues, but employment may require performing unplanned Category I tasks which do involve exposure to blood, body fluids or tissues**JOB SUMMARY:**

The Program Coordinator develops, manages and reports on, and is accountable for the activities of the Program and its staff, represents and promotes the Program by participating in various community activities and is a key leader in the overall management of the Program. The Coordinator will attend training seminars, meetings and teleconferences offered by the Funding Agency.

**JOB DUTIES/RESPONSIBILITIES:**

JOB DUTIES/RESPONSIBILITIES:	Evaluation Rating							Competency Skills	
	Weight N/A	0	1	2	3	4	5	Level	Method
1. All employees must adhere to CHCL standards of Attendance & Punctuality, Customer Service, LEAN adaptation and Teamwork and Flexibility and will be evaluated through the standard process (attached). Measurements will be standard for the organization for all employees, recorded on the Summary Assessment form through: *Tracers, *Observation *EHS, AOD, Clinic prepared reports, Survey Results and Attendance Records at required training sessions and Committee meetings.	N/A								
2. <b>Organizational Development:</b> Participates in all Program activities. Plans training programs and sets up meetings as necessary to keep staff up to date on all developments of the Program.									
3. <b>Patient Experience:</b> Improves the Consumer Assessment of Healthcare Providers and Systems (CAHPS), or any other survey used, survey results (improved satisfaction) by developing a culture of excellence, as it relates to the patient experience, quality of care, and safety of the environment. Measurement will be based on patient satisfaction report.									

4. <b>Patient Experience:</b> Provides the leadership in the clinics to assure an adequate staffed, safe, sanitary, well-equipped, aesthetic, working environment.									
5. <b>Patient Experience:</b> Ensures accurateness and completion of referrals, lab, x-rays (flags) in accordance with clinical and EHS competency checklists. Measurements will be standard for the organization for applicable employees based on clinical and EHS competency evaluation and individual reports of EHS measures.									
6. <b>Population Health:</b> Ensures continuity of care, including preventive care by assuring that clinical staff provide clinical medical services in accordance with the preventive maintenance recommendations for adults and family planning guidelines, Health Care Plan, and UDS requirements. Measurements will be based on improvement results of measures specific to the population served (HCP & UDS, DSHS, HHSC reports).									
7. <b>Organizational Development:</b> Implements and monitors compliance with Safety, Environment of Care and Infection Control policies & procedures in conjunction with the Facility Coordinator and the Performance Improvement/Compliance Coordinator. Measurement will be based on tracer and walk-thru results, as applicable.									
8. <b>Financial Stability:</b> Ensures consistent entry of data required to assure compliance with grant requirements. Measurements will be standard for the organization based on reports of providers' compliance with program measures.									
9. <b>Financial Stability:</b> Ensures that all procedures and applicable charges are added correctly and in a timely manner to the Superbill. Measurements will be standard for the organization for applicable employees based on coding error reports from billing.									
10. Other duties, as assigned:									

**JOB QUALIFICATIONS:**

Education: BA in health discipline, or comparable clinical background in primary healthcare, or related health profession, and/or  
Three years' experience in managerial and program development positions in a primary health care environment.

Experience: BA in Health Administration or three years supervisory experience.

Expertise: Ability to work productively with individuals and professional groups  
Possesses the ability to plan and execute work and exercise good judgment.

Travel: As required, must have current driver's license.

Hours of Work: 8am-5pm M-F with some weekend/evening work.

**KNOWLEDGE/SKILLS:**

Knowledge of medical terminology  
Neat and professional

Excellent team participation and organizational skills  
 Excellent customer service  
 Good communications skills: speaking and writing  
 Good listening skills  
 Ability to learn and apply what has learned  
 Service Orientation - Actively looking for ways to help people.  
 Time Management - Managing one's own time and the time of others

### PHYSICAL REQUIREMENTS

Designated by information on the attached checklist for physical activities and requirements of the position.

### EVALUATION RATING:

Sum of all ratings (0, 1, 2, 3, 4, 5) multiplied by the % of job responsibility = Overall Performance \_\_\_\_\_

- 5 Exceptional Performance** – Consistently performs all duties in an exceptional manner. Exceeds expectations and goes regularly beyond what are required of the job. Work is of the highest quality and quantity. Highly responsive. For an audit/tracer measurement 90% -100% score.
- 4 Exceeds Standards** – Works in manner considerably above the normal expectations for the position. Work is of high quality and quantity. Frequently exceeds what is expected in the position. Very responsive. For an audit/tracer measurement 80% - 89% score.
- 3 Meets Standards** – Fully meets and occasionally exceeds the requirements of this performance factor. Performance consistently meets established expectations, requirements, or standards. Has a normal response time. For an audit/tracer measurement 70% - 79% score.
- 2 Almost Meets Standards (Improvement needed)** – Inconsistently meets the performance factors; performance needs improvement to achieve expectations/standards. For an audit/tracer measurement 60%- 69% score.
- 1 Does Not Meet Standards (Unmet Expectations)** – Fails to meet acceptable performance in this area. This performance level requires improvement action steps to be developed. Performance results are not satisfactory. For an audit/tracer measurement 50%-59% score.
- 0 Fails to perform required function** – Fails to demonstrate or perform required elements of job function at all. For an audit/tracer measurement less than 50%.

### Competency Verification Level Codes:

E- Excellent (5)      G – Good (4)      S-Satisfactory (3)      N – Needs Improvement (0-2)

### Verification Method Codes:

C – Course/Class	V – Verbal Knowledge	M – Mandatory Review
CF – Customer Feedback	W – Written Material	AV – Audiovisual
S – Standard of Care Review	D - Demonstration	

Please indicate any training needs you may have now or in the future:

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Your signature will indicate that you have read and understand the Intern job description, physical requirements, evaluation process, and competency skills evaluation.

**Initial Hire**\_\_\_\_\_ **90 Day Introductory Period**\_\_\_\_\_ **Annual**\_\_\_\_\_

Employee Signature\_\_\_\_\_ Date\_\_\_\_\_

Supervisor Signature\_\_\_\_\_ Date\_\_\_\_\_

Comments: \_\_\_\_\_

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**JOB DESCRIPTION/EVALUATION****NAME:****JOB TITLE:** Performance Improvement/Compliance Coordinator**DEPARTMENT:** Administration**REPORTS TO:** Deputy Director**EMPLOYMENT STATUS:** FLSA (Federal Labor Standards Act) Exempt  
ADA (American Disability Act) Negotiable**OSHA RISK CATEGORY:** II – Tasks that involve no exposure to blood, body fluids or tissues, but employment may require performing unplanned Category I tasks which do involve exposure to blood, body fluids or tissues**JOB SUMMARY:**

The Performance Improvement/Compliance Coordinator is responsible for the design, planning, organizing, implementing, coordinating and evaluating performance improvement. This individual oversees the Performance Improvement Program of the Center.

JOB DUTIES/RESPONSIBILITIES:	Evaluation Rating							Competency Skills	
	NA	0	1	2	3	4	5	Level	Method
<b>1. Patient Experience:</b> All employees must adhere to CHCL standards of Attendance & Punctuality, Customer Service, LEAN adaptation and Teamwork and Flexibility and will be evaluated through the standard process (attached). Measurements will be standard for the organization for all employees, recorded on the Summary Assessment form through: *Tracers, *Observation *EHS, AOD, Clinic prepared reports, Survey Results and Attendance Records at required training sessions and Committee meetings.	N/A								
<b>2. Patient Experience:</b> Maintains TJC standards and keeps current regarding TJC standards.									
<b>3. Patient Experience:</b> Communicates with medical, nursing, and clerical staff. Analyze performance improvement data and draw accurate interpretations.									
<b>4. Patient Experience:</b> Accumulates information and reports monthly/quarterly information to the PI.									
<b>5. Patient Experience:</b> Oversees collaboratives that the Center is involved in.									
<b>6. Patient Experience:</b> Performs surveillance for infection control and other departments.									
<b>7. Population Health:</b> Collects and compiles information for special projects.									
<b>8. Population Health:</b> Prepares report for presentation at monthly meetings of the PI committee, administration, and the Board of Directors.									

9. <b>Financial Stability:</b> Assists in the planning and preparation of grants and other requests for proposals.									
10. <b>Organizational Development:</b> Review competency grid for staff to maintain compliance with program policies. Work closely with educator. Hoshin measurement: Annual compliance matrix updated and current at all times.									
11. <b>Organizational Development:</b> Provides education on PI principles and procedures. Hoshin measurement: tracks and informs on status of PI activities.									
12. <b>Organizational Development:</b> Prepare, organize, and demonstrate good working knowledge of the PI program.									
13. Other duties as assigned: a. Risk Management b. HIPAA Privacy Officer/Security Officer, c. Director of Nursing									

**OTHER JOB REQUIREMENTS**

Support Mission and Values (Teamwork, Service, & Excellence) of CHCL at all times.

Maintain a positive attitude.

Be flexible to meet the needs of our patients.

Adhere to all safety standards and protocols.

Actively engage in Daily Huddles and support team toward continuous improvement.

Adhere to standard processes and procedures, following the chain of command to raise any issues.

Adhere to HIPAA rules and regulations regarding the protection of the patient's health information.

Actively refer to CHCL clinics.

Promote our Healthy Kids Club and encourage membership.

Foster a positive work environment.

Represent the agency in a positive manner.

Keep any licenses or certification including CPR up to date.

Inform supervisor immediately if there is a change in your criminal background status.

**JOB QUALIFICATIONS:**

Education: Masters Degree in Business or Bachelor degree in business management or health care

Licensure: RN

Experience: Three to five years in health care management

Expertise: Ability to plan, organize, and use time efficiently

Ability to handle multiple tasks simultaneously.

Ability to manage people and groups effectively.

Basic management skills related to health care organizations.

Language: N/A

Travel: Occasionally

Hours of Work: 8am-5pm M-F with some weekend/evening work.

**KNOWLEDGE/SKILLS**

Organize meeting schedules; types and reports accurately summaries of meetings.

Communicate with medical, nursing, and clerical staff.

Attend conferences when needed.

Maintain confidentiality of information discovered through the PI program.

**PHYSICAL REQUIREMENTS**

Designated by information on the attached checklist for physical activities and requirements of the position

**EVALUATION RATING:**

Sum of all ratings (0,1,2,3,4,5) multiplied by the % of job responsibility = Overall Performance \_\_\_\_\_

- 5 Exceptional Performance – Consistently performs all duties in an exceptional manner. Exceeds expectations and goes regularly beyond what are required of the job. Work is of the highest quality and quantity. Highly responsive. For an audit/tracer measurement -100% score.
- 4 Exceeds Standards – Works in manner considerably above the normal expectations for the position. Work is of high quality and quantity. Frequently exceeds what is expected in the position, very responsive. For an audit/tracer measurement 90% - 99% score.
- 3 Meets Standards – Fully meets and occasionally exceeds the requirements of this performance factor. Performance consistently meets established expectations, requirements, or standards. Has a normal response time. For an audit/tracer measurement 80% - 89% score.
- 2 Almost Meets Standards (Improvement Needed) – Inconsistently meets the performance factors; performance needs improvement to achieve expectations/standards. For an audit/tracer measurement 70%- 79% score.
- 1 Does Not Meet Standards (Unmet Expectations) – Fails to meet acceptable performance in this area. This performance level requires improvement action steps to be developed. Performance results are not satisfactory. For an audit/tracer measurement 60%-69% score.
- 0 Fails to perform required function – Fails to demonstrate or perform required elements of job function at all. For an audit/tracer measurement less than 60% score.

**Competency Verification Level Codes:**

E- Excellent (5)   G – Good (4)                      S-Satisfactory (3)                      N – Needs Improvement(0-2)

**Verification Method Codes:**

C – Course/Class	V – Verbal Knowledge	M – Mandatory Review
CF – Customer Feedback	W – Written Material	AV – Audiovisual
S – Standard of Care Review	D - Demonstration	

Please indicate any training needs you may have now or in the future:

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Your signature will indicate that you have read and understand the Intern job description, physical requirements, evaluation process, and competency skills evaluation.

**Initial Hire**\_\_\_\_\_ **90 Day Introductory Period**\_\_\_\_\_ **Annual**\_\_\_\_\_

Employee Signature\_\_\_\_\_ Date\_\_\_\_\_

Supervisor Signature\_\_\_\_\_ Date\_\_\_\_\_

Comments (use back if necessary): \_\_\_\_\_

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**JOB DESCRIPTION/EVALUATION****NAME:****JOB TITLE:** EHR Clinical Specialist**DEPARTMENT:** Administrative**REPORTS TO:** PI Coordinator**EMPLOYMENT STATUS:** FLSA (Federal Labor Standards Act) ☐ Exempt ☐ Non-Exempt  
ADA (American Disability Act) Negotiable**OSHA RISK CATEGORY:** ☐ I ☐ II ☐ III

**JOB SUMMARY:** The EHR Clinical Specialist works directly with the Director of Operations (DOO) and the Medical Director in the management of the EHR, which involves becoming an expert at the clinical side of SuccessEHS as well as all other software contained in the program. Training clinical staff, creating SOP's, continuously improving workflow and use of the software and resolving issues on the clinical end, as well as working on scheduling of providers and other administrative tasks for the Medical Director.

<b>JOB DUTIES/RESPONSIBILITIES:</b>	Evaluation Rating							Competency Skills	
	N/A Weight	0	1	2	3	4	5	Level	Method
<b>1. Patient Experience:</b> All employees must adhere to CHCL standards of Attendance & Punctuality, Customer Service, LEAN adaptation and Teamwork and Flexibility and will be evaluated through the standard process (attached). Measurements will be standard for the organization for all employees, recorded on the Summary Assessment form through: *Tracers, *Observation *EHS, AOD or Clinic prepared reports, and Survey Results.	N/A								
<b>2. Patient Experience:</b> Keep clinical side of EHS updated including prescribed medications, procedures, Radiology, tests, Return Appointment Notes, immunizations, ETM codes, diagnoses and consults. Hoshin Measurement: Use audit (billing) report on errors from superbill and reporting on medical calls and flags.									
<b>3. Patient Experience:</b> Scheduling of providers and other administrative tasks given by the medical director. Measurement: Call and Saturday schedules emailed by the 15th of each month.									
<b>4. Patient Experience:</b> EHR Implementation and management under the guidance of DOO and Medical Director Measurement: Timely resolution of issues coming into support-clinical only									
<b>5. Patient Experience:</b> Troubleshoot clinical issues in EHS and Medcin, resolve errors on issues concerning the clinical part of EHS and Medcin Measurement: Survey on satisfaction level of resolution of issue, and how it was handled.									
<b>6. Patient Experience:</b> Leads EHR Improvement Group. Prioritizes and tracks EHR Improvements. Measurement: Report of tracking of EHR improvements to chart results.									



7. <b>Organizational Development :</b> Training of new employees (Clinical staff) on EHS and Medcin Measurement: Competency checklist once training has been completed, per employee									
8. <b>Organizational Development:</b> Keep up with all EHS, Medcin, CEM updates (as well as CEM, and patient correspondence) and changes. Train all clinical staff on these updates and changes. Measurement: Competency checklist once training has been completed, per employee									
9. <b>Organizational Development:</b> Create SOP's for SuccessEHS and Medcin, as well as standardizing workflows and continuously improving them. Measurements: Competency survey on new SOP's and/or workflows.									
10. Other duties as assigned: a. _____ b. _____ c. _____									

**OTHER JOB REQUIREMENTS**

Support Mission and Values (Teamwork, Service, & Excellence) of CHCL at all times.

Maintain a positive attitude.

Be flexible to meet the needs of our patients.

Adhere to all safety standards and protocols.

Actively engage in Daily Huddles and support team toward continuous improvement.

Adhere to standard processes and procedures, following the chain of command to raise any issues.

Adhere to HIPAA rules and regulations regarding the protection of the patient's health information.

Actively refer to CHCL clinics.

Promote our Healthy Kids Club and encourage membership.

Foster a positive work environment.

Represent the agency in a positive manner.

Keep any licenses or certification including CPR up to date.

Inform supervisor immediately if there is a change in your criminal background status.

Attend Trainings as needed.

**JOB QUALIFICATIONS:**

Education: Completion of Bachelor's Degree or equivalent experience

Licensure: N/A

Experience: Sufficient experience to carry out duties of this position

Expertise: Ability to communicate well and motivate staff

Training

Great attention to detail

Excellent Problem Solving Skills

\_\_\_\_\_

\_\_\_\_\_

Language: \_\_\_\_\_

Travel: N/A  
 Hours of Work: 8am-5pm M-F with some weekend/evening work.

### KNOWLEDGE/SKILLS

- Serve as “Super User” for all medical clinics
- Coordinate between Billing, IT and all other departments for cell updates, changes, and issues concerning EHS
- Become an expert at understanding how to meet meaningful use, UDS, PCMH, and any other standards pertaining to the clinical side of the software.
- Self training on all updates and changes to EHS, Medcin and any other software important to the program (EHS)
- Manage clinical parts of software including interfaces
- Understand clinical workflow

### PHYSICAL REQUIREMENTS

Designated by information on the attached checklist for physical activities and requirements of the position

### EVALUATION RATING:

Sum of all ratings (0,1,2,3,4,5) multiplied by the % of job responsibility = Overall Performance \_\_\_\_\_

5 Exceptional Performance – Consistently performs all duties in an exceptional manner. Exceeds expectations and goes regularly beyond what are required of the job. Work is of the highest quality and quantity. Highly responsive. For an audit/tracer measurement -100% score.

4 Exceeds Standards – Works in manner considerably above the normal expectations for the position. Work is of high quality and quantity. Frequently exceeds what is expected in the position, very responsive. For an audit/tracer measurement 90% - 99% score.

3 Meets Standards – Fully meets and occasionally exceeds the requirements of this performance factor. Performance consistently meets established expectations, requirements, or standards. Has a normal response time. For an audit/tracer measurement 80% - 89% score.

2 Almost Meets Standards (Improvement Needed) – Inconsistently meets the performance factors; performance needs improvement to achieve expectations/standards. For an audit/tracer measurement 70%- 79% score.

1 Does Not Meet Standards (Unmet Expectations) – Fails to meet acceptable performance in this area. This performance level requires improvement action steps to be developed. Performance results are not satisfactory. For an audit/tracer measurement 60%-69% score.

0 Fails to perform required function – Fails to demonstrate or perform required elements of job function at all. For an audit/tracer measurement less than 60% score.

### Competency Verification Level Codes:

E- Excellent (5)      G – Good (4)      S-Satisfactory (3)      N – Needs Improvement(0-2)

### Verification Method Codes:

C – Course/Class      V – Verbal Knowledge      M – Mandatory Review  
 CF – Customer Feedback      W – Written Material      AV – Audiovisual  
 S – Standard of Care Review      D - Demonstration

Please indicate any training needs you may have now or in the future:

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Your signature will indicate that you have read and understand the Intern job description, physical requirements, evaluation process, and competency skills evaluation.

Initial Hire \_\_\_\_\_ 90 Day Introductory Period \_\_\_\_\_ Annual \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor Signature\_\_\_\_\_ Date\_\_\_\_\_

Comments (use back if necessary): \_\_\_\_\_  
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\_\_\_\_\_

**JOB DESCRIPTION/EVALUATION**

**NAME:**

**JOB TITLE:** Interim Finance Director

**DEPARTMENT:** Administration

**REPORTS TO:** Chief Executive Officer

**EMPLOYMENT STATUS:** FLSA (Federal Labor Standards Act) Exempt ;  
ADA (American Disability Act) Negotiable

**OSHA RISK CATEGORY:** III – Tasks that involve no exposure to blood or body fluids or tissues

**SUMMARY:** Financial analysis of the health center's performance; lead and support financial and operational analysis for center contracting; review, evaluate and improve company business logic and data sources; ensure timely creation of management reports; ensure data integrity; assist in developing, implementing and monitoring the strategic plan. Organizes, directs, coordinates and participates in the activities involved in the business office, financial management functions including maintaining the accounting system and record of transactions, computing operating and inventory costs, administering cash and third-party collections, accounts receivable and payable, and preparing statistical reports and financial statements for the Company. Employees must support the philosophy and mission of CHCL, which is to provide quality primary and preventive services to those in need

JOB DUTIES/RESPONSIBILITIES:	Evaluation Rating							Competency Skills	
	N/A	0	1	2	3	4	5	Level	Method
1. <b>Patient Experience:</b> All employees must adhere to CHCL standards of Attendance & Punctuality, Customer Service, LEAN adaptation and Teamwork and Flexibility and will be evaluated through the standard process (attached). Measurements will be standard for the organization for all employees, recorded on the Summary Assessment form through: *Tracers, *Observation *EHS, AOD, Clinic prepared reports, Survey Results and Attendance Records at required training sessions and Committee meetings.	N/A								
2. <b>Financial Stability:</b> Assists with bookkeeping department; including the editing/ correcting of all output from same (such as finance statement, trial balance, etc.). Hoshin measurement: Improve Cost/Encounter.									
3. <b>Financial Stability:</b> Assists with preparation and supervision of all center operations and grant budgets. Prepare all grant and subcontract bills. Provide monthly, quarterly and annual reporting as required. Hoshin measurements: Business Plan improvement.									
4. <b>Organizational Development:</b> Develop, implement and train staff in both accounts payable and payroll procedures (including installation and set-up of software). Hoshin measure: Onboarding Measures for Evaluations and Staff Development.									
5. <b>Financial Stability:</b> Coordinate required information for center auditors Prepare requested account analysis Reconcile federal grant accounts									
6. <b>Financial Stability:</b> Supervise Accounting staff to assure timely billing, collections and write-offs of accounts receivable.									
7. <b>Financial Stability:</b> Responsible for cost related to overall support, maintenance and trouble shooting of computer system.									

8. <b>Financial Stability:</b> Assists with RFPs and bids are requested and analyzed when needed for the procurement process.									
9. <b>Financial Stability:</b> Review all payroll changes and authorizations.									
10. <b>Financial Stability:</b> Establish interim reimbursement rates with various insurers who reimburse on a cost of services basis.									
11. <b>Financial Stability:</b> Perform periodic cost studies - survey of fee structures, costs of services, and work methods.									
12. <b>Financial Stability:</b> Assists with the various financing and loan options that are most favorable to CHCL.									
13. <b>Organizational Development:</b> Supervision of bookkeeping and billing system. Includes selection, installation and training for use of new software applications and hardware.									
14. <b>Organizational Development:</b> Develop and supervise purchasing system. This includes ensuring the inventory system and disbursement of supplies to the clinics.									
15. <b>Organizational Development:</b> Develop and monitor systems to ensure maximum internal control of finances, including confirming bank balances; spot-checking outstanding bills; check depreciation schedules on property and equipment, and the spot-checking of receipts from MOAs.									
16. <b>Organizational Development:</b> Participation in selection, maintenance and training of stand-alone hardware and software utilized in grant preparation and financial reporting and occasionally word processing and other specific grant related needs.									
17. <b>Organizational Development:</b> Keeping abreast of new systems in order to update existing programs to improve efficiency									
18. <b>Organizational Development:</b> Train bookkeeper in new or improved ways of maintaining financial records and reports									
19. Other duties as assigned: a. _____ b. _____ c. _____									

OTHER JOB REQUIREMENTS

- Support Mission and Values (Teamwork, Service, & Excellence) of CHCL at all times.
- Maintain a positive attitude.
- Be flexible to meet the needs of our patients.
- Adhere to all safety standards and protocols.
- Actively engage in Daily Huddles and support team toward continuous improvement.
- Adhere to standard processes and procedures, following the chain of command to raise any issues.
- Adhere to HIPAA rules and regulations regarding the protection of the patient’s health information.
- Actively refer to CHCL clinics.
- Promote our Healthy Kids Club and encourage membership.
- Foster a positive work environment.
- Represent the agency in a positive manner.
- Keep any licenses or certification including CPR up to date. Inform supervisor immediately if there is a change in your criminal background status.
- Attend Trainings as needed.

**JOB QUALIFICATIONS:**

Education: B.S. or Masters in Business Administration or Accounting is required, but Masters is preferred (a CPA would be helpful).

Licensure: N/A

Experience: A minimum of three to five years experience in the following areas: budget preparation and fiscal management, experience in computer accounting programs, and grant's management supervising experience preferred.

Expertise: Ability to plan, coordinate and supervise work of others; ability to make professional oral and written presentations; ability to deal tactfully and courteously with the public and the Board.

Language: N/A

Travel: Occasionally

Hours of Work: 8am-5pm M-F with some weekend/evening work.

**PHYSICAL REQUIREMENTS**

Designated by information on the attached checklist for physical activities and requirements of the position

**EVALUATION RATING:**

**Sum of all ratings (0, 1, 2, 3, 4, 5) multiplied by the % of job responsibility = Overall Performance**

- 5** Exceptional Performance – Consistently performs all duties in an exceptional manner. Exceeds expectations and goes regularly beyond what are required of the job. Work is of the highest quality and quantity. Highly responsive. For an audit/tracer measurement -100% score.
- 4** Exceeds Standards – Works in manner considerably above the normal expectations for the position. Work is of high quality and quantity. Frequently exceeds what is expected in the position, very responsive. For an audit/tracer measurement 90% - 99% score.
- 3** Meets Standards – Fully meets and occasionally exceeds the requirements of this performance factor. Performance consistently meets established expectations, requirements, or standards. Has a normal response time. For an audit/tracer measurement 80% - 89% score.
- 2** Almost Meets Standards (Improvement needed) – Inconsistently meets the performance factors; performance needs improvement to achieve expectations/standards. For an audit/tracer measurement 70%- 79% score.
- 1** Does Not Meet Standards (Unmet Expectations) – Fails to meet acceptable performance in this area. This performance level requires improvement action steps to be developed. Performance results are not satisfactory. For an audit/tracer measurement 60%-69% score.
- 0** Fails to perform required function – Fails to demonstrate or perform required elements of job function at all. For an audit/tracer measurement less than 60% score.

**Competency Verification Level Codes:**

E- Excellent (5) G – Good (4) S-Satisfactory (3) N – Needs Improvement (0-2)

**Verification Method Codes:**

C – Course/Class V – Verbal Knowledge M – Mandatory Review  
CF – Customer Feedback W – Written Material AV – Audiovisual  
S – Standard of Care Review D - Demonstration

Please indicate any training needs you may have now or in the future: \_\_\_\_\_

\_\_\_\_\_  
Your signature will indicate that you have read and understand the Intern job description, physical requirements, evaluation process, and competency skills evaluation.

**Initial Hire**\_\_\_\_\_ **90 Day Introductory Period**\_\_\_\_\_ **Annual**\_\_\_\_\_

Employee Signature\_\_\_\_\_ Date\_\_\_\_\_

Supervisor Signature\_\_\_\_\_ Date\_\_\_\_\_

**JOB DESCRIPTION/EVALUATION****NAME:****JOB TITLE:** Financial Screener**DEPARTMENT:** Clerical**REPORTS TO:** Site Manager**EMPLOYMENT STATUS:** FLSA (Federal Labor Standards Act) Nonexempt  
ADA (American Disability Act) Negotiable**OSHA RISK CATEGORY:** II – Tasks that involve no exposure to blood, body fluids or tissues, but employment may require performing unplanned Category I tasks which do involve exposure to blood, body fluids or tissues**JOB SUMMARY:**

The Financial Screener position is a service-oriented position, which demands cheerful, friendly, and polite demeanor at all times. This position serves as an ambassador for CHCL, and must support the philosophy and the mission of our organization. This individual will perform advanced intake and screening procedures requiring application of computerized systems and evaluation of client income, will learn income guidelines and apply them in a conscientious and fiscally prudent manner. This position requires meticulous attention to detailed record keeping and tracking of client information.

JOB DUTIES/RESPONSIBILITIES:	Evaluation Rating							Competency Skills	
	Weight N/A	0	1	2	3	4	5	Level	Method
<b>1. Patient Experience:</b> All employees must adhere to CHCL standards of Attendance & Punctuality, Customer Service (Vital Behaviors), LEAN adaptation and Teamwork and Flexibility and will be evaluated through the standard process (attached). Measurements will be standard for the organization for all employees, recorded on the Summary Assessment form through: *Tracers, *Observation *EHS, AOD, Clinic prepared reports, Survey Results and Attendance Records at required training sessions and Committee meetings.	N/A								
<b>2. Financial Stability:</b> Responsible for gathering and verifying the information required to bill the various forms of payment sources, including Medicare, Medicaid, private insurance, etc. Make copies of cards. Hoshin Measurement: Improvement in # of Medicaid certified.									
<b>3. Patient Experience:</b> Explains to patients and obtains their signature for the Consent to Treatment Form, Rights & Responsibility, and the Authorization for the Release of Information.									
<b>4. Patient Experience:</b> Screens and interviews all families applying for services and collects pertinent demographic, financial and other family data and enters information into Medicaid Software									
<b>5. Patient Experience:</b> Assists clients with completion of necessary enrollment procedures.									
<b>6. Patient Experience:</b> Re-certifies each family on an annual basis.									

7. <b>Patient Experience:</b> Acts as a liaison between DHS staff and applicants.									
8. <b>Patient Experience:</b> Verifies income information and accurately calculates sliding fee discount.									
9. <b>Financial Stability:</b> Ensures all Medicaid application are tracked and updated in Medicaider									
10. <b>Financial Stability:</b> Pursues applicants for missing or incomplete information necessary to enroll in programs, including phone calls, letters, and face-to-face contact.									
11. <b>Financial Stability:</b> Prepares semi-monthly and end of month reports as required for various funding sources.									
12. <b>Organizational Development:</b> Review records for accuracy of record content and conformity with program standards.									
13. Other duties as assigned:  a. _____ b. _____ c. _____									

**OTHER JOB REQUIREMENTS**

Support Mission and Values (Teamwork, Service, & Excellence) of CHCL at all times.

Maintain a positive attitude.

Be flexible to meet the needs of our patients.

Adhere to all safety standards and protocols.

Actively engage in Daily Huddles and support team toward continuous improvement.

Adhere to standard processes and procedures, following the chain of command to raise any issues.

Adhere to HIPAA rules and regulations regarding the protection of the patient's health information.

Actively refer to CHCL clinics.

Promote our Healthy Kids Club and encourage membership.

Foster a positive work environment.

Represent the agency in a positive manner.

Keep any licenses or certification including CPR up to date.

Inform supervisor immediately if there is a change in your criminal background status.

**JOB QUALIFICATIONS:**

Education: High School diploma or GED equivalent.

Preferred two semesters of college or four semesters of vocational training.

Licensure: NA

Experience: Minimum two years work experience in a clerical position. Post high school may be substituted for this requirement.

Expertise: Excellent public relations, communication, computer, basic math, and writing skills

Language: Bilingual English/Spanish

Travel: Occasionally

Hours of Work: 8am-5pm M-F with some weekend/evening work.

**KNOWLEDGE/SKILLS**

Receives positive feedback from those they serve (patients and co-workers).

**PHYSICAL REQUIREMENTS**

Designated by information on the attached checklist for physical activities and requirements of the position



**EVALUATION RATING:**

Sum of all ratings (0,1,2,3,4,5) multiplied by the % of job responsibility = Overall Performance \_\_\_\_\_

- 5 Exceptional Performance – Consistently performs all duties in an exceptional manner. Exceeds expectations and goes regularly beyond what are required of the job. Work is of the highest quality and quantity. Highly responsive. For an audit/tracer measurement -100% score.
- 4 Exceeds Standards – Works in manner considerably above the normal expectations for the position. Work is of high quality and quantity. Frequently exceeds what is expected in the position, very responsive. For an audit/tracer measurement 90% - 99% score.
- 3 Meets Standards – Fully meets and occasionally exceeds the requirements of this performance factor. Performance consistently meets established expectations, requirements, or standards. Has a normal response time. For an audit/tracer measurement 80% - 89% score.
- 2 Almost Meets Standards (Improvement Needed) – Inconsistently meets the performance factors; performance needs improvement to achieve expectations/standards. For an audit/tracer measurement 70%- 79% score.
- 1 Does Not Meet Standards (Unmet Expectations) – Fails to meet acceptable performance in this area. This performance level requires improvement action steps to be developed. Performance results are not satisfactory. For an audit/tracer measurement 60%-69% score.
- 0 Fails to perform required function – Fails to demonstrate or perform required elements of job function at all. For an audit/tracer measurement less than 60% score.

**Competency Verification Level Codes:**

E- Excellent (5) G – Good (4)

S-Satisfactory (3)

N – Needs Improvement(0-2)

**Verification Method Codes:**

C – Course/Class

V – Verbal Knowledge

M – Mandatory Review

CF – Customer Feedback

W – Written Material

AV – Audiovisual

S – Standard of Care Review

D - Demonstration

Please indicate any training needs you may have now or in the future:

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Your signature will indicate that you have read and understand the Intern job description, physical requirements, evaluation process, and competency skills evaluation.

Initial Hire \_\_\_\_\_ 90 Day Introductory Period \_\_\_\_\_ Annual \_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Supervisor Signature \_\_\_\_\_ Date \_\_\_\_\_

Comments (use back if necessary): \_\_\_\_\_

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**JOB DESCRIPTION/EVALUATION****NAME:****JOB TITLE:** Billing Clerk**DEPARTMENT:** Billing**REPORTS TO:** CFO & Billing/Contracting Supervisor**EMPLOYMENT STATUS:** FLSA (Federal Labor Standards Act) ☐ Exempt ☐ Non-Exempt  
ADA (American Disability Act) Negotiable**OSHA RISK CATEGORY:** ☐ III

**JOB SUMMARY:** Verifies Insurance coverage, obtains information concerning extent of benefits, computes patient benefits, and updating patient accounts with information. Complies itemized claim forms containing diagnosis to comply with Medicare, Medicaid, and Private Insurance. Contact companies with unpaid claims to obtain settlement of claims. Handles patient questions regarding statements & insurance coverage. This position is responsible for the posting of 3<sup>rd</sup> party payments and payments on account.

**JOB DUTIES/RESPONSIBILITIES:**

	Evaluation Rating							Competency Skills	
	N/A Weight	0	1	2	3	4	5	Level	Method
1. <b>Patient Experience:</b> All employees must adhere to CHCL standards of Attendance & Punctuality, Customer Service, LEAN adaptation and Teamwork and Flexibility and will be evaluated through the standard process (attached). Measurements will be standard for the organization for all employees, recorded on the Summary Assessment form through: *Tracers, *Observation *EHS, AOD, Clinic prepared reports, Survey Results and Attendance Records at required training sessions and Committee meetings.	N/A								
2. <b>Patient Experience:</b> Tracks, follows up, and investigates unpaid claims to obtain settlement from 3rd party insurances within filing deadlines. Includes writing, telephone calls to insurance company to verify patient's coverage, obtain information concerning the extent of benefits under the policy, and updating the patient's demographics.									
3. <b>Patient Experience:</b> Provides technical support in areas of third party billing between the insurance company and patients; Assists other members as required or assigned.									
4. <b>Financial Stability:</b> Complete your work during your work hours. Hoshin Measurement: Overtime worked.									
5. <b>Financial Stability:</b> Knowledge of clinic close outs. Reviews charges daily ensuring that coding, diagnosis, copayments, co-insurances, charges and adjustments are correct and accurate prior to posting charges. Hoshin measurement: Total Company Revenue by improving adjustments.									
6. <b>Financial Stability:</b> Enters 3rd party payments & payments on account into EHS; makes appropriate adjustments on patient accounts; and verifies correct amount of patient copay or co-insurance.									

7. <b>Financial Stability:</b> Generates insurance forms to comply with Medicare, Medicaid, Private Insurance regulations; Compiles itemized claims to include diagnosis ensuring claims are accurate & complete prior to transmitting to for payment.									
8. <b>Patient Experience:</b> Provides technical support in areas of third party billing between the insurance company and patients; Assist other members as required or assigned.									
9. Other duties as assigned: a. _____ b. _____ c. _____									

### OTHER JOB REQUIREMENTS

Support Mission and Values (Teamwork, Service, & Excellence) of CHCL at all times.

Maintain a positive attitude.

Be flexible to meet the needs of our patients.

Adhere to all safety standards and protocols.

Actively engage in Daily Huddles and support team toward continuous improvement.

Adhere to standard processes and procedures, following the chain of command to raise any issues.

Adhere to HIPAA rules and regulations regarding the protection of the patient's health information.

Actively refer to CHCL clinics.

Promote our Healthy Kids Club and encourage membership.

Foster a positive work environment.

Represent the agency in a positive manner.

Keep any licenses or certification including CPR up to date.

Inform supervisor immediately if there is a change in your criminal background status.

### JOB QUALIFICATIONS:

Education: High School graduate or GED equivalency.

Licensure: N/A

Experience: One year billing of third party insurances.

Expertise: Ability to deal with patients and third parties concerning payment problems.  
Knowledge of medical/dental terminology, Medicare, Medicaid, Private Insurance. Ability to read medical, dental, legal, and insurance documents.

Travel: N/A

Hours of Work: 8am-5pm M-F with some weekend/evening work.

### KNOWLEDGE/SKILLS

Computer skills, 10-key, excel, word, fax machine, copier, scanners, phones, attention to detail, demonstrates accuracy, calculating percentages, making credit and debit adjustments, credit card machines, HIPPA rules/regulations, typing, communications skills, team player, ability to prioritize, monitors own work, dependability, speaks clearly & in a positive manner, does not speak negatively about co-workers or staff, remains open to others ideas, exhibits willingness to try new things.

### PHYSICAL REQUIREMENTS

Designated by information on the attached checklist for physical activities and requirements of the position

### EVALUATION RATING:

Sum of all ratings (0,1,2,3,4,5) multiplied by the % of job responsibility = Overall Performance \_\_\_\_\_

- 5 Exceptional Performance – Consistently performs all duties in an exceptional manner. Exceeds expectations and goes regularly beyond what are required of the job. Work is of the highest quality and quantity. Highly responsive. For an audit/tracer measurement -100% score.
- 4 Exceeds Standards – Works in manner considerably above the normal expectations for the position. Work is of high quality and quantity. Frequently exceeds what is expected in the position, very responsive. For an audit/tracer measurement 90% - 99% score.
- 3 Meets Standards – Fully meets and occasionally exceeds the requirements of this performance factor. Performance consistently meets established expectations, requirements, or standards. Has a normal response time. For an audit/tracer measurement 80% - 89% score.
- 2 Almost Meets Standards (Improvement Needed) – Inconsistently meets the performance factors; performance needs improvement to achieve expectations/standards. For an audit/tracer measurement 70%- 79% score.
- 1 Does Not Meet Standards (Unmet Expectations) – Fails to meet acceptable performance in this area. This performance level requires improvement action steps to be developed. Performance results are not satisfactory. For an audit/tracer measurement 60%-69% score.
- 0 Fails to perform required function – Fails to demonstrate or perform required elements of job function at all. For an audit/tracer measurement less than 60% score.

**Competency Verification Level Codes:**

E- Excellent (5)    G – Good (4)                      S-Satisfactory (3)                      N – Needs Improvement(0-2)

**Verification Method Codes:**

C – Course/Class	V – Verbal Knowledge	M – Mandatory Review
CF – Customer Feedback	W – Written Material	AV – Audiovisual
S – Standard of Care Review	D - Demonstration	

Please indicate any training needs you may have now or in the future:

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Your signature will indicate that you have read and understand the Intern job description, physical requirements, evaluation process, and competency skills evaluation.

**Initial Hire**\_\_\_\_\_ **90 Day Introductory Period**\_\_\_\_\_ **Annual**\_\_\_\_\_

Employee Signature\_\_\_\_\_ Date\_\_\_\_\_

Supervisor Signature\_\_\_\_\_ Date\_\_\_\_\_

Comments (use back if necessary): \_\_\_\_\_

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**FORM J: ASSESSMENT NARRATIVE****Legal Business Name of****Respondent:**Community Health Center of Lubbock, Inc.**Part A**

<b>Source of Assessment Data</b>	<b>Date of Assessment Source</b>
U.S. Census Bureau	2014
Federal Reserve Bank of St. Louis Economic Research	4/6/16
Point 2 Homes Lubbock County Demographics	2014
Bureau of Economic Analysis	2012
CDC	2012-2014
Community Action Partnership Community Needs Assessment (Lubbock County)	10/23/15
University Medical Center Community Needs Assessment	2013
Community Health Center of Lubbock Needs Assessment	2015
Community Health Center of Lubbock UDS Report	2015

**Part B**

1. A description of the community that will be served by the respondent's proposed support services. This description must include:

- a. Geographic boundaries (urban or rural, physical environment);**

The service area of Lubbock County, Texas, is primarily rural.

- b. General demographic data (age, gender, ethnicity, etc.);**

According to 2014 statistics gathered from the U.S. Census Bureau, 87% of Lubbock County residents are white, 7.8% are African American, 1.1% are American Indian/Alaska Native, 2.3% are Asian, .1% are Native Hawaiian/Pacific Islander, and 1.7% are two or more races. Of the 87% of residents who are white, 34% are Hispanic. Further, 50.6% of residents are female and 49.4% are male. Additionally, 7.2% of Lubbock County residents are under the age of five, 24.3% are under 18 years old, 64.7% are between the ages of 18-64, and 11% are 65+.

- c. General socioeconomic data (per capita income, poverty levels, unemployment, occupational data, etc.); and**

According to 2014 U.S. Census Bureau data, the per capita income for Lubbock County is \$24,454. Of the 299,453 Lubbock County residents, 17.5% live in poverty. Additionally, over 40% of residents live below 200% of the federal poverty level (FPL). As of February 2016, the unemployment rate in Lubbock County was 3.2%. Further, as of February 2016, 150,336 people make up Lubbock County's civilian labor force. Civil employed individuals are employed in the following occupations: (1) 16% work in government, (2) 13% work in healthcare and social assistance, (3) 12% work in retail trade, (4) 8% work in hotel and food services, and (5) 6% work in finance and insurance. Employment numbers show that 61% of the Lubbock County civil labor force are white collar employees and 39% are blue collar employees. Finally, 9.9% of Lubbock County residents have no high school education, 13.1% have completed some high school, 31.9% have completed some college, 7.8% have an Associate degree, 24.4% have a Bachelor's degree, and 12.9% have a Graduate degree.

**d. General description of community-wide health status (e.g., key morbidity/mortality statistics).**

Lubbock County has a high percent of births to teen mother's age 15-19 when compared to the State and U.S. The county also has a higher percentage of mothers who smoked during pregnancy than the State, and a higher percentage of low birth weight babies, as compared to the State and U.S. Child health indicators are worse than the State and U.S., with great concern going to the high rate of confirmed child abuse cases (more than double that of the State and U.S.). The diabetes indicators that are worse than the State and/or U.S. include, but are not limited to: diabetes short and long-term hospital admission rates, diabetes mortality, and adult obesity. Cardiovascular health is an area of concern for Lubbock County where the overall heart disease mortality, major cardiovascular disease mortality, and many other indicators are worse than the State and/or U.S.

There were 72 health indicators reviewed/obtained specific only to Lubbock County, 47 (or 65.2%) of the rates are worse than the State, the U.S., or both. This includes chronic medical diseases, HIV/STDs, MH/SA issues, cancer, and age-adjusted mortality. In 2012, the rate of deaths from cancer in Lubbock County was at 166.1 as compared to 159.5 for Texas. Further, the rate of deaths in Lubbock County for chronic lower respiratory disease was at 70.3 as compared to 42.5 for Texas. In Lubbock County, individuals died from diabetes at a rate of 36.1 as compared to 21.8 for Texas. The Chlamydia rate in Lubbock County is at 616.7 as compared to 478.3 for the State. Also, the Gonorrhea rate in Lubbock County is at 218.9 as compared to 123.1 for the State.

Lubbock County has a higher percentage of uninsured individuals than is seen at the national level (18.6% compared to 14.9% for the U.S.), yet a lower percentage of people receiving Medicaid assistance (4.5% in Lubbock County compared to 4.7% in the U.S.). Many children continue to receive health insurance coverage through the CHIP program.

2. A description of the Priority Population including:

**e. Geographic service area (Form B);**

Please see Form B.

**f. Characteristics of Priority Population (including demographic and socioeconomic data specific to each population);**

Females account for 50.6% of Lubbock County's population. There are 35,608 women aged 25-44 years in Lubbock. In Lubbock County, 86.28% of females are white, 7.70% are black, .56% are American Indian, 1.96% are Asian, .06% are Native Hawaiian, and 3.44% are mixed race. Additionally, 21.3% of females in Lubbock County are living in poverty, as compared to 19.44% of males.

**g. Priority Population's health status (including population data related to health indicators, behavioral data, and community opinion data); and**

In Lubbock County, 46.6% of low-income women aged 18-39 are uninsured. Additionally, 58.5% of women in Lubbock County are overweight or obese, and 55.4% of females do engage in moderate or vigorous physical activity. Further, statistics show that only 64% of female Medicare enrollees receive mammography screening, which is shy of the 74% national benchmark. During CHCL's 2015 Needs Assessment, the top three

prenatal and women's healthcare needs were (1) education awareness; (2) case management; and (3) easier access to obstetrics and gynecology services.

**h. Current population served (characteristics, population data, numbers of clients served, types and numbers of services provided).**

Women's health services currently offered by CHCL include prenatal care with delivery by referral, preventative and restorative dental services, diagnostic laboratory, health education, screenings for cancer, diabetes, elevated blood lead levels, communicable diseases, cholesterol and other diseases, immunizations against vaccine-preventable diseases, chronic disease care, outreach, mental health services, case management, ancillary services, and emergency medical services. CHCL emphasizes early prenatal care through case management, free pregnancy testing, women's health education programs, including those offered by CHCL's Promotoras, year round prenatal classes, which encourage regular doctor visits, pregnancy health and nutrition, and pre/perinatal health for mom and baby. In 2015, 53% of the 24,984 patients served by CHCL were female. Of the 13,349 female patients served, 8,477 were between the ages of 18 and 64.

**3. Identification of the gaps in resources and potential barriers to improving health status in the community served and how respondent's proposed support services will address these issues.**

One barrier to healthcare in Lubbock County is language. Lubbock County has a large Hispanic population and up to 22.76% report Spanish as their primary language. This creates linguistic isolation and compromises the target group's ability to access health care services. Additionally, transportation often presents a barrier to accessing health care services for households with a single vehicle, no vehicle, and those who cannot afford the cost of public transportation. Finally, poverty is a significant barrier for all patients. Throughout the service area, the target population contends with access to few available and affordable physicians because many physicians are unwilling to provide services to the underserved people of the region.

There is a significant gap in women's health resources. In Texas, 130,000 uninsured women lost access to preventive and primary care following the 2011 Texas Legislature's actions to defund Planned Parenthood. This agency had served nearly half of the 111,000 women who relied on Medicaid Women's Health Program for lifesaving breast and cervical cancer screenings, birth control, and other preventive health care. In West Texas, 63% fewer women received family planning services as a result— leaving a huge gap, despite the WHP program.

All of the noted barriers will be addressed through the proposed project through trained providers and support staff who understand these various barriers and can assist patients to access care with use of needed languages, and through compassion and respect. The proposed project will make affordable women's care more readily available. CHCL currently offers all its services in a culturally sensitive manner and translation assistance is available for those who do not speak or understand the English language well. In 2015, CHCL served 1,580 patients in a language other than English. Further, CHCL clinics are on fixed public transportation routes, and CHCL's Outreach Department offers transportation vouchers to patients.

**FORM K:  
HEALTHY TEXAS WOMEN CLINIC SITE READINESS**

**Legal Business Name of  
Respondent: Community Health Center of Lubbock, Inc.-Main Clinic**

**Clinic Site #1 of 6**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Proper disposal for medical waste?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Compliance with ADA requirements?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>



**FORM K:  
HEALTHY TEXAS WOMEN CLINIC SITE READINESS**

**Legal Business Name of**

**Respondent: Community Health Center of Lubbock, Inc.-Chatman Clinic**

**Clinic Site # 2 of 6**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Proper disposal for medical waste?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Compliance with ADA requirements?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>

**FORM K:  
HEALTHY TEXAS WOMEN CLINIC SITE READINESS**

**Legal Business Name of  
Respondent: Community Health Center of Lubbock, Inc.-Parkway Clinic**

**Clinic Site # 3 of 6**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Proper disposal for medical waste?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Compliance with ADA requirements?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>

**FORM K:  
HEALTHY TEXAS WOMEN CLINIC SITE READINESS**

**Legal Business Name of  
Respondent: Community Health Center of Lubbock, Inc.-Arnett Benson Clinic**

**Clinic Site # 4 of 6**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Proper disposal for medical waste?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Compliance with ADA requirements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

**FORM K:  
HEALTHY TEXAS WOMEN CLINIC SITE READINESS**

**Legal Business Name of  
Respondent: Community Health Center of Lubbock, Inc.-West Clinic**

**Clinic Site # 5 of 6**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Proper disposal for medical waste?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Compliance with ADA requirements?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>

**FORM K:  
HEALTHY TEXAS WOMEN CLINIC SITE READINESS**

**Legal Business Name of**

**Respondent: Community Health Center of Lubbock, Inc.-Medical Office Plaza**

**Clinic Site # 6 of 6**

Appropriate signage to identify funded entity?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Space for clinical and administrative staff?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Locked storage for charts, records, medications and medical supplies?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Proper disposal for medical waste?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
CLIA certification for level of tests performed?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Handicap-accessible clinic sites that are geographically close to target population?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate facility(ies) where services can be delivered with clean exam rooms, space for client intake, and a place for clients to wait?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate emergency policies/procedures and supplies as applicable?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Appropriate use of interpreter services and language translation (including resources for both)?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Compliance with ADA requirements?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Financial management systems including secure data storage?	<input checked="" type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>

**FORM K-1: Healthy Texas Women Clinic Sites**

<b>Legal Business Name of Respondent:</b> Community Health Center of Lubbock, Inc.	<b>Clinic Site # 1 of 6</b>
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**CLINIC SITE INFORMATION**

<b>Clinic Name to Appear on Website Locator:</b> Community Health Center of Lubbock, Inc.			
<b>Contact Person:</b> Mr. Michael Sullivan, MBA, CPA, Chief Executive Officer		<b>Phone:</b> 806-765-2611	
		<b>Fax:</b> 806-687-5826	
<b>Street Address:</b> 1610 5 <sup>th</sup> Street			
<b>City:</b> Lubbock		<b>County:</b> Lubbock	
		<b>Zip Code:</b> 79401	
<b>Pharmacy License #:</b> N/A		<b>NPI#:</b> 1548231046	<b>TPI#:</b> 019021701
<b>Service Area (counties to be served by this clinic site):</b> Lubbock			<b>HSR:</b> 1
<b>Is this clinic a subcontractor site?</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<b>Is this clinic a mobile site?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**CLINIC HOURS AND SERVICES**

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (After 5 PM)	
	From	To	From	To	From	To
MONDAY	8am	12pm	1pm	5pm	Closed	Closed
TUESDAY	8am	12pm	1pm	5pm	Closed	Closed
WEDNESDAY	8am	12pm	1pm	5pm	Closed	Closed
THURSDAY	8am	12pm	1pm	5pm	Closed	Closed
FRIDAY	8am	12pm	1pm	5pm	Closed	Closed
SATURDAY	Closed	Closed	Closed	Closed	Closed	Closed
SUNDAY	Closed	Closed	Closed	Closed	Closed	Closed
TOTAL HOURS/MONTH	160					

**FORM K-1: Healthy Texas Women Clinic Sites**

<b>Legal Business Name of Respondent:</b> Community Health Center of Lubbock, Inc.	<b>Clinic Site # 2 of 6</b>
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**CLINIC SITE INFORMATION**

<b>Clinic Name to Appear on Website Locator:</b> Chatman Community Health Center.			
<b>Contact Person:</b> Mr. Michael Sullivan, MBA, CPA, Chief Executive Officer		<b>Phone:</b> 806-749-0024	
		<b>Fax:</b> 806-767-8806	
<b>Street Address:</b> 2301 Cedar Avenue			
<b>City:</b> Lubbock		<b>County:</b> Lubbock	
		<b>Zip Code:</b> 79404	
<b>Pharmacy License #:</b> N/A		<b>NPI#:</b> 1528030087	<b>TPI#:</b> 019021711
<b>Service Area (counties to be served by this clinic site):</b> Lubbock			<b>HSR:</b> 1
<b>Is this clinic a subcontractor site?</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<b>Is this clinic a mobile site?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**CLINIC HOURS AND SERVICES**

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (After 5 PM)	
	From	To	From	To	From	To
MONDAY	8am	12pm	1pm	5pm	Closed	Closed
TUESDAY	8am	12pm	1pm	5pm	Closed	Closed
WEDNESDAY	8am	12pm	1pm	5pm	Closed	Closed
THURSDAY	8am	12pm	1pm	5pm	Closed	Closed
FRIDAY	8am	12pm	1pm	5pm	Closed	Closed
SATURDAY	Closed	Closed	Closed	Closed	Closed	Closed
SUNDAY	Closed	Closed	Closed	Closed	Closed	Closed
TOTAL HOURS/MONTH	160					

**FORM K-1: Healthy Texas Women Clinic Sites**

<b>Legal Business Name of Respondent:</b> Community Health Center of Lubbock, Inc.	<b>Clinic Site # 3 of 6</b>
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**CLINIC SITE INFORMATION**

<b>Clinic Name to Appear on Website Locator:</b> Parkway Community Health Center			
<b>Contact Person:</b> Mr. Michael Sullivan, MBA, CPA, Chief Executive Officer			<b>Phone:</b> 806-767-9744
			<b>Fax:</b> 806-767-9930
<b>Street Address:</b> 406 MLK Blvd			
<b>City:</b> Lubbock		<b>County:</b> Lubbock	
		<b>Zip Code:</b> 79403	
<b>Pharmacy License #:</b> N/A		<b>NPI#:</b> 1891768321	<b>TPI#:</b> 019021711
<b>Service Area (counties to be served by this clinic site):</b> Lubbock			<b>HSR:</b> 1
<b>Is this clinic a subcontractor site?</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<b>Is this clinic a mobile site?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**CLINIC HOURS AND SERVICES**

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (After 5 PM)	
	From	To	From	To	From	To
MONDAY	8am	12pm	1pm	5pm	5pm	10pm
TUESDAY	8am	12pm	1pm	5pm	5pm	10pm
WEDNESDAY	8am	12pm	1pm	5pm	5pm	10pm
THURSDAY	8am	12pm	1pm	5pm	5pm	10pm
FRIDAY	8am	12pm	1pm	5pm	5pm	10pm
SATURDAY	9am	12pm	1pm	5pm	5pm	9pm
SUNDAY	9am	12pm	1pm	5pm	5pm	9pm
TOTAL HOURS/MONTH	348					



**FORM K-1: Healthy Texas Women Clinic Sites**

<b>Legal Business Name of Respondent:</b> Community Health Center of Lubbock, Inc.	<b>Clinic Site # 4 of 6</b>
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**CLINIC SITE INFORMATION**

<b>Clinic Name to Appear on Website Locator:</b> Arnett-Benson Community Health Center.			
<b>Contact Person:</b> Mr. Michael Sullivan, MBA, CPA, Chief Executive Officer			<b>Phone:</b> 806-763-5557
			<b>Fax:</b> 806-765-0754
<b>Street Address:</b> 3301 Clovis Road			
<b>City:</b> Lubbock		<b>County:</b> Lubbock	
		<b>Zip Code:</b> 79425	
<b>Pharmacy License #:</b> N/A		<b>NPI#:</b> 1912944059	<b>TPI#:</b> 019021702
<b>Service Area (counties to be served by this clinic site):</b> Lubbock			<b>HSR:</b> 1
<b>Is this clinic a subcontractor site?</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<b>Is this clinic a mobile site?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**CLINIC HOURS AND SERVICES**

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (After 5 PM)	
	From	To	From	To	From	To
MONDAY	8am	12pm	1pm	5pm	Closed	Closed
TUESDAY	8am	12pm	1pm	5pm	Closed	Closed
WEDNESDAY	8am	12pm	1pm	5pm	Closed	Closed
THURSDAY	8am	12pm	1pm	5pm	Closed	Closed
FRIDAY	8am	12pm	1pm	5pm	Closed	Closed
SATURDAY	Closed	Closed	Closed	Closed	Closed	Closed
SUNDAY	Closed	Closed	Closed	Closed	Closed	Closed
TOTAL HOURS/MONTH	160					

**FORM K-1: Healthy Texas Women Clinic Sites**

<b>Legal Business Name of Respondent:</b> Community Health Center of Lubbock, Inc.	<b>Clinic Site # 5 of 6</b>
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**CLINIC SITE INFORMATION**

<b>Clinic Name to Appear on Website Locator:</b> West Community Health Center.			
<b>Contact Person:</b> Mr. Michael Sullivan, MBA, CPA, Chief Executive Officer			<b>Phone:</b> 806-722-4453
			<b>Fax:</b> 806-722-4461
<b>Street Address:</b> 5424 19 <sup>th</sup> Street Suite 200			
<b>City:</b> Lubbock		<b>County:</b> Lubbock	
		<b>Zip Code:</b> 79407	
<b>Pharmacy License #:</b> N/A		<b>NPI#:</b> 1225304686	<b>TPI#:</b> 019021714
<b>Service Area (counties to be served by this clinic site):</b> Lubbock			<b>HSR:</b> 1
<b>Is this clinic a subcontractor site?</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<b>Is this clinic a mobile site?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**CLINIC HOURS AND SERVICES**

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (After 5 PM)	
	From	To	From	To	From	To
MONDAY	8am	12pm	1pm	5pm	Closed	Closed
TUESDAY	8am	12pm	1pm	5pm	Closed	Closed
WEDNESDAY	8am	12pm	1pm	5pm	Closed	Closed
THURSDAY	8am	12pm	1pm	5pm	Closed	Closed
FRIDAY	8am	12pm	1pm	5pm	Closed	Closed
SATURDAY	Closed	Closed	Closed	Closed	Closed	Closed
SUNDAY	Closed	Closed	Closed	Closed	Closed	Closed
TOTAL HOURS/MONTH	160					

**FORM K-1: Healthy Texas Women Clinic Sites**

<b>Legal Business Name of Respondent:</b> Community Health Center of Lubbock, Inc.	<b>Clinic Site #</b> 6 of 6
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**CLINIC SITE INFORMATION**

<b>Clinic Name to Appear on Website Locator:</b> Medical Office Plaza Community Health Center.			
<b>Contact Person:</b> Mr. Michael Sullivan, MBA, CPA, Chief Executive Officer			<b>Phone:</b> 806-791-5537
			<b>Fax:</b> 806-7926623
<b>Street Address:</b> 3502 9 <sup>th</sup> Street			
<b>City:</b> Lubbock		<b>County:</b> Lubbock	
		<b>Zip Code:</b> 79425	
<b>Pharmacy License #:</b> N/A		<b>NPI#:</b> 1831569540	<b>TPI#:</b> Pending
<b>Service Area (counties to be served by this clinic site):</b> Lubbock			<b>HSR:</b> 1
<b>Is this clinic a subcontractor site?</b>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	<b>Is this clinic a mobile site?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**CLINIC HOURS AND SERVICES**

DAY	HOURS OF OPERATION					
	Morning		Afternoon		Evening (After 5 PM)	
	From	To	From	To	From	To
MONDAY	8am	12pm	1pm	5pm	Closed	Closed
TUESDAY	8am	12pm	1pm	5pm	Closed	Closed
WEDNESDAY	8am	12pm	Closed	Closed	Closed	Closed
THURSDAY	8am	12pm	1pm	5pm	Closed	Closed
FRIDAY	8am	12pm	Closed	Closed	Closed	Closed
SATURDAY	Closed	Closed	Closed	Closed	Closed	Closed
SUNDAY	Closed	Closed	Closed	Closed	Closed	Closed
TOTAL HOURS/MONTH	140					

## FORM L: STAFF DEVELOPMENT PLAN

### Legal Business Name

of Respondent: Community Health Center of Lubbock, Inc.

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All respondents must conduct staff development activities to ensure staff has the knowledge, skills, and abilities to provide HTW services. The Staff Development Plan must be comprehensive, address all the topics indicated below, and be numbered as indicated.

Staff Development Plan must not exceed five (5) pages.

**1. Identify personnel responsible for coordinating staff development activities. Include job titles and qualifications for each person identified.**

The PI/Compliance Coordinator and the Director of Human Resources are responsible for Coordinating staff development activities at CHCL.

The PI/Compliance Coordinator has over 30 years of experience working with State and Federal grants. This individual is familiar with the resources available, and coordinates and/or provides training to assure compliance with grant requirements.

Besides heading the Department of Human Resources, the Director of Human Resources also participates in the grant writing of federal and State grants. She is familiar with grant requirements and assists in the coordination of training as necessary. Training records are maintained in the Department of Human Resources.

**2. Identify specific training that will be used for eligibility and billing staff.**

Specific training to be provided to eligibility and billing staff includes:

- a. Patient Income/Eligibility – How to determine appropriately and accurately; how to document and how to maintain in the patient's record
- b. Medicaider – use to screen for potential eligibility for other programs.
- c. Presumptive Eligibility form - completing form prior to the receipt of services for patients presenting with an immediate medical need but has not completed the eligibility process.
- d. Other forms – completing and maintaining in patient's record, as required
- e. Charges – accurate per program rules/ requirements.
- f. Co-pays - Collecting a co-pay (if allowable)

Key Staff will attend the HHSC sponsored conferences and will train eligibility and billing staff on latest developments.

**3. Describe how training needs assessments are conducted. Specify how the assessment is used to generate a staff development plan. Specify how training activities for staff are tied to quality management review findings.**

Training needs are identified in different ways:

- a. One of the main ways is identifying what training needs are required by a program or grant,
- b. After a training is provided, the evaluation form asks if the individual has a training need,
- c. In the Performance Evaluation process, there is an opportunity to identify the training needs of the individual, and
- d. Training is conducted as procedures change, or new procedures are added.

**4. Describe procedures and documentation for staff annual performance review. Specify how the staff development plan incorporates review outcomes to further develop knowledge, skills and abilities to provide HTW services.**

Performance Evaluations are conducted initially at 30, 60, and 90 then annually, thereafter. The 30 and 60 day evaluations are more to evaluate how the new employee is progressing. The 90 day is considered the first official evaluation. Competency evaluations are also performed annually, not necessarily at the same time as the performance evaluation the annual evaluations are performed around the same time each year.

As described in 3.c. above, there is an opportunity in the Performance Evaluation process, to identify the training needs of the individual. Those identified needs are compiled and training is provided as indicated. The annual training plan contains required trainings and any other training identified training. That is how the staff development plan will incorporate the performance evaluations results to further develop knowledge, skills and abilities to provide HTW services.

## FORM L-1: STAFF DEVELOPMENT TRAINING CALENDAR

**Legal Business Name**
**of Respondent: Community Health Center of Lubbock, Inc.**

Respondent must complete the calendar below listing all staff orientation, training, and inservice activities for July 1, 2016 through August 31, 2017, including training for volunteers, if applicable.

Respondent's staff development calendar must include:

1. Training twice annually on current long-acting reversible contraceptive (LARC) practice guidelines.
2. At least one training for front line staff on HTW Program objectives, program eligibility, and services offered to ensure clear communication to clients on Women's Health Services and Family Planning Services offered through the HTW Program.
3. Training twice annually to staff on HTW eligibility screening and application procedures.

This form is provided as guidance. The respondent may use their own form but the information below must be included in respondent's form. Label Form L-1.

Date	Topic / Activity	Presenter	Location (select one)	
			Within Agency	Outside Training
6-2016	Child abuse reporting requirement training	Frances Magallanes, RN BSN	X	
6-2016	Human trafficking training	Frances Magallanes, RN BSN	X	
6-2016	Intimate partner violence (IPV) training	Frances Magallanes, RN BSN	X	
TBD	HHSC HTW client eligibility training (key staff)	HHSC		X
8-2016	HHSC HTW client eligibility training (other eligibility staff)	Mary Garcia	X	
2-2017	HHSC HTW client eligibility training (other eligibility staff)	Mary Garcia	X	
TBD	HHSC clinical conference in Austin	HHSC		X
8-2016	HTW LARC practice guideline training	Kamlesh Varma M.D.	X	
2-2017	HTW LARC practice guideline training	Kamlesh Varma M.D.	X	

## **FORM M: COMMUNITY EDUCATION/PROGRAM PROMOTION PLAN**

### **Legal Business Name**

**of Respondent:** Community Health Center of Lubbock, Inc.

### **1. Describe respondent's HTW Program promotion/education/Outreach plan for the contract period July 1, 2016 through August 31, 2017.**

From July 1, 2016 to August 31, 2017 CHCL will do the following to promote the Healthy Texas Women program:

- Publish in local outlets including Latino Lubbock, Southwest Digest, South Plains Catholic Newspaper, El Toreador and Tejano Health.
- Place HTW information on our CHCL Marquee
- Present at the City of Lubbock Board of Health, CHCL and Superior Baby Shower, South Plains Homeless Consortium, East Lubbock Community Alliance, Family Promise, CHCL prenatal classes, CHCL diabetes self-management classes, Northern Texas CHW meeting, Women's Protective Services, WIC.
- Present on Good Day Lubbock
- Radio segment with Tejano Health
- Place brochures at Women's Detox Treatment Center

### **2. Describe respondent's community education/HTW Program promotion collaborative efforts carried out in conjunction with other health care providers or social service agencies in the proposed service area. Respondent must include a description of the Outreach plan that details media releases and Outreach strategies for marketing the respondent to the community.**

CHCL's Outreach Coordinator is a community health worker and instructor who is familiar with Outreach efforts and dissemination of material. CHCL collaborates with many local health care providers and social service agencies such as:

- WIC
- Lubbock Housing Authority
- Lubbock Community Center
- YWCA
- WPS

Upon receiving the Healthy Texas Women grant CHCL will contact the Avalanche Journal media outlet to inform the public and raise awareness on HTW services. CHCL will also actively promote HTW through radio and television outlets as well as through literature.

**Form M-1: Community Education/Program Promotion Calendar**

Date	Topic	Presentation	Location	Presenter	Materials Needed
7/14/2016	Health and HTW	Publish in Latino Lubbock Magazine	Latino Lubbock Magazine	Samantha Dominguez	Newspaper Article
7/15/2016	Women's Health and HTW	Present at the City of Lubbock Board of Health	City of Lubbock City Hall	Claudia Bustos	Flyers/Brochures
7/20/2016	Women's Health and HTW	Present at Superior Health Baby Shower	CHCL	Yvonne Gutierrez	Brochures
7/25/2016	Women's Health and HTW	Publish in Southwest Digest newspaper	Southwest Digest Newspaper	Claudia Bustos	Newspaper Article
8/2/2016	Women's Health and HTW	Visit with WIC Director- Presentation WIC Nutritionist	Freedom Square Clinic	Claudia Bustos	Flyers/Brochures
8/6/2016	Women's Health and HTW	Give out brochures at back to school event	CHCL	Debbie Singletary	Brochures
8/15/2016	Women's Health and HTW	Place info on CHCL Marquee	CHCL Digital Billboard	Claudia Bustos	Digital Billboard
8/17/2016	Women's Health and HTW	Place flyer in South Plains catholic newspaper	South Plains Catholic Newspaper	Claudia Bustos	Flyers/Brochures
8/22/2016	Women's Health and HTW	Present at Superior Health Baby Shower	CHCL	Yvonne Gutierrez	Flyers/Brochures
9/13/2016	Women's Health and HTW	Presentation at the East Lubbock community Alliance meeting	Starcare	Claudia Bustos	Flyers/Brochures
9/20/2016	Women's Health and HTW	Radio segment-Tejano Health	Ramar Communications	Yvonne Gutierrez	Radio Interview
9/21/2016	Women's Health and HTW	Present at Superior Health Baby Shower	CHCL	Yvonne Gutierrez	Flyers/Brochures
10/1/2016	Women's Health and HTW	Publish in Southwest Digest newspaper	Southwest Digest Newspaper	Claudia Bustos	Newspaper Article
10/3/2016	Women's Health and HTW	Follow up with WIC Nutritionist	Parkway WIC Clinic	Claudia Bustos	Flyers/Brochures
10/5/2016	Women's Health and HTW	Radio segment-Tejano Health	Ramar Communications	Yvonne Gutierrez	Radio Interview
10/19/2016	Women's Health and HTW	Present at Superior Health Baby Shower	CHCL	Yvonne Gutierrez	Flyers/Brochures
10/20/2016	Women's Health and HTW	Publish in Latino Lubbock Magazine	Latino Lubbock Magazine	Claudia Bustos	Newspaper Article
11/16/2016	Women's Health and HTW	Present at Superior Health Baby Shower	CHCL	Yvonne Gutierrez	Flyers/Brochures



11/17/2016	Women's Health and HTW	Family Promise Presentation	Family Promise	Debbie Singletary	Flyers/Brochures
11/30/2016	Women's Health and HTW	Radio segment-Tejano Health	Ramar Communications	Yvonne Gutierrez	Radio Interview
12/5/2016	Women's Health and HTW	Follow up with WIC Nutritionist	Celia Ann Smith WIC Clinic	Claudia Bustos	Flyers/Brochures
12/6/2016	Women's Health and HTW	Present at CHCL Prenatal Class	CHCL	Yvonne Gutierrez	Flyers/Brochures
12/21/2016	Women's Health and HTW	Present at Superior Health Baby Shower	CHCL	Yvonne Gutierrez	Flyers/Brochures
1/9/2017	Women's Health and HTW	Visit with WIC Director-Staffing Presentation	WIC Regional Office - Levelland Texas	Claudia Bustos	Flyers/Brochures
1/11/2017	Women's Health and HTW	Present at CHCL Prenatal Class	CHCL	Yvonne Gutierrez	Flyers/Brochures
1/20/2017	Women's Health and HTW	Publish in Latino Lubbock Magazine	Latino Lubbock Magazine	Claudia Bustos	Newspaper Article
2/6/2017	Women's Health and HTW	Publish in El Toreador	Texas Tech University	Claudia Bustos	Newspaper Article
2/7/2017	Women's Health and HTW	Publish in Southwest Digest newspaper	Southwest Digest Newspaper	Claudia Bustos	Newspaper Article
2/8/2017	Women's Health and HTW	Radio segment-Tejano Health	Ramar Communications	Yvonne Gutierrez	Radio Interview
2/20/2017	Women's Health and HTW	Place flyers and brochures in women's detox treatment center	Faith Center	Debbie Singletary	Flyers/Brochures
2/21/2017	Women's Health and HTW	Publish in Southwest Digest newspaper	Southwest Digest Newspaper	Claudia Bustos	Newspaper Article
3/6/2017	Women's Health and HTW	Call WIC Nutritionist to check on referrals	Main WIC Clinic	Claudia Bustos	Flyers/Brochures
3/8/2017	Women's Health and HTW	Present at CHCL Prenatal Class	CHCL	Yvonne Gutierrez	Flyers/Brochures
3/21/2017	Women's Health and HTW	Present on Good Day Lubbock Television Show	Fox 34	Claudia Bustos	Television Interview
4/10/2017	Women's Health and HTW	Present at Lubbock Housing Authority	Lubbock Housing Authority Regional Office	Debbie Singletary	Flyers/Brochures
4/25/2017	Women's Health and HTW	Attend presentation at Dream Center	Dream Center	Debbie Singletary	Flyers/Brochures
4/26/2017	Women's Health and HTW	Radio segment-Tejano Health	Ramar Communications	Yvonne Gutierrez	Radio Interview

5/9/2017	Women's Health and HTW	Present at CHCL Prenatal Class	CHCL	Yvonne Gutierrez	Flyers/Brochures
5/10/2017	Women's Health and HTW	Publish in El Toreador	Texas Tech University	Claudia Bustos	Newspaper Article
6/12/2017	Women's Health and HTW	Attend women's protective services meeting	WPS	Debbie Singletary	Flyers/Brochures
6/21/2017	Women's Health and HTW	Attend Northern Texas CHW meeting, give handouts	CHCL	Debbie Singletary	Flyers/Brochures
6/24/2017	Women's Health and HTW	Radio segment-Tejano Health	Ramar Communications	Yvonne Gutierrez	Radio Interview
7/11/2017	Women's Health and HTW	Present at CHCL Prenatal Class	CHCL	Yvonne Gutierrez	Flyers/Brochures
7/18/2017	Women's Health and HTW	Present at CHCL diabetes self-management class	CHCL	Claudia Bustos	Flyers/Brochures
8/9/2017	Women's Health and HTW	Radio segment-Tejano Health	Ramar Communications	Yvonne Gutierrez	Radio Interview
8/15/2017	Women's Health and HTW	Present at CHCL diabetes self-management class	CHCL	Claudia Bustos	Flyers/Brochures

## APPENDIX E: Healthy Texas Women Certification

Legal Business Name of  
Respondent:

Community Health Center of Lubbock, Inc.

**This certification pertains to the following billing or performing provider:**

Provider Name Cristan Ledbetter  
Federal Tax ID Number 75-2424925  
NPI Number 1427417633

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

**Provider's primary billing address:**

Street Address 1610 5th Street  
City/State/Zip Code Lubbock, TX 79423  
Telephone Number 806-765-2611

**Provider's primary physical address:**

Street Address 1610 5th Street  
City/State/Zip Code Lubbock, TX 79401  
Telephone Number 806-765-2611

### DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by  
at  
least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or  
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand  
name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
or  
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.



My name is Cristan Ledbetter. I am the provider or, if the provider is an organization, I am the provider's (title or position) TNP-C. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.  
☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.



In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

***I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.***

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 4/18/2016 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: Cristan Ledbetter FNP-C

Printed Name: Cristan Ledbetter

Title: FNP-C

Date: 4/18/16

**APPENDIX E: Healthy Texas Women Certification**Legal Business Name of  
Respondent:Community Health Center of Lubbock**This certification pertains to the following billing or performing provider:**Provider Name ALLAN CARRACHOFederal Tax ID Number 75-2424925NPI Number 1114153103

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

**Provider's primary billing address:**Street Address 406 MLK Blvd.City/State/Zip Code Lubbock TX 79403Telephone Number 806 767 9744**Provider's primary physical address:**Street Address 406 MLK BlvdCity/State/Zip Code Lubbock TX 79403Telephone Number 806 767 9744**DEFINITIONS**

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by  
at

least one written instrument that demonstrates:

common ownership, management, or control;

a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand  
name, trademark, service mark, or other registered identification mark.The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of  
affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group  
practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice  
agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:

taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment,  
obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion  
provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing  
upon the patient's request neutral, factual information and nondirective counseling, including the name, address,  
telephone number, and other relevant information about a provider;furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or  
provider;

or

using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an  
organization that performs or Promotes elective abortions.

My name is ALLAN CAMACHO. I am the provider or, if the provider is an organization, I am the provider's (title or position) MD. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.



In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

***I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.***

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 4/19/2016 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: ACamacho

Printed Name: ALLAN CAMACHO

Title: MD

Date: 9/19/2016

**APPENDIX E: Healthy Texas Women Certification****Legal Business Name of  
Respondent:**

Community Health Center of Lubbock, Inc.

***This certification pertains to the following billing or performing provider:*****Provider Name** Darnel Dabu MD**Federal Tax ID Number** 75-2424925**NPI Number** 1265623300***If provider does not have an NPI, Submission Date of Medicaid Application*** \_\_\_\_\_***Provider's primary billing address:*****Street Address** 1110 5th St**City/State/Zip Code** Lubbock TX 79401**Telephone Number** (806) 765-2611***Provider's primary physical address:*****Street Address** 3301 Clovis Road**City/State/Zip Code** Lubbock TX 79415**Telephone Number** (806) 763-5557**DEFINITIONS****For the purposes of this certification the following terms are defined as follows:****The term "affiliate" means:****An individual or entity that has a legal relationship with another entity, which relationship is created or governed by****at****least one written instrument that demonstrates:****common ownership, management, or control;****a franchise; or****the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.****The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.****The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:****taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing****upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;****furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;****or****using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.**

My name is DARNEL DABU MD. I am the provider or, if the provider is an organization, I am the provider's (title or position) physician / med. director. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

***I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.***

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 4/18/2016 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: \_\_\_\_\_



Printed Name: \_\_\_\_\_

DARNEL DABOU, MD

Title: \_\_\_\_\_

physician / medical director

Date: \_\_\_\_\_

4-18-16

**APPENDIX E: Healthy Texas Women Certification****Legal Business Name of Respondent:**

Community Health Center of Lubbock, Inc.

***This certification pertains to the following billing or performing provider:*****Provider Name** Dr. Kamlesh Varma**Federal Tax ID Number** 75-2424925**NPI Number** 1730193038***If provider does not have an NPI, Submission Date of Medicaid Application******Provider's primary billing address:*****Street Address** 1610 5th Street**City/State/Zip Code** Lubbock, TX 79401**Telephone Number** 806-765-2611***Provider's primary physical address:*****Street Address** 3502 9th Street, Suite 280**City/State/Zip Code** Lubbock, TX 79415**Telephone Number** 806-791-5537**DEFINITIONS**

For the purposes of this certification the following terms are defined as follows:

The term "*affiliate*" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at

least one written instrument that demonstrates:

common ownership, management, or control;

a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "*Promote*" means advancing, furthering, advocating, or popularizing elective abortion by, for example: taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;

furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;

or

using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.



My name is Dr. Kamlesh Varma. I am the provider or, if the provider is an organization, I am the provider's (title or position) Physician. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.



In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, “HHSC”) will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization’s subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization’s subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization’s subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization’s subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

***I also understand that, to enable HHSC to verify my or my organization’s eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.***

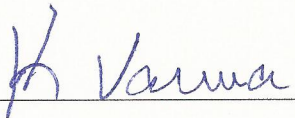
If statements 1 – 5 are all marked “true,” indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 4/20/2016 through 12/31/2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: 

Printed Name: Kamlesh Varma, M.D.

Title: Physician

Date: 4.20.16

## APPENDIX E: Healthy Texas Women Certification

Legal Business Name of  
Respondent:Community Health Centers of Lubbock

This certification pertains to the following billing or performing provider:

Provider Name Joe ASHFederal Tax ID Number 75-2424925NPI Number 183153 0526

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

Provider's primary billing address:

Street Address 406 MLK BLVDCity/State/Zip Code Lubbock, TX 79403Telephone Number (806) 767-9744

Provider's primary physical address:

Street Address 406 MLK BlvdCity/State/Zip Code Lubbock TX 79403Telephone Number 806.767.9744

## DEFINITIONS

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity; which relationship is created or governed by  
atleast one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; orthe granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand  
name, trademark, service mark, or other registered identification mark.The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of  
affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group  
practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice  
agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
 taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment,  
 obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion  
 provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing  
 upon the patient's request neutral, factual information and nondirective counseling, including the name, address,  
 telephone number, and other relevant information about a provider;  
 furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or  
 provider;  
 or  
 using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an  
 organization that performs or Promotes elective abortions.

My name is Joe Hill. I am the provider or, if the provider is an organization, I am the provider's (title or position) MSN, APRN, FNP-C. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, in particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.  
☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

***I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.***

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 4/18/2016 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: \_\_\_\_\_

*MSW, APRN, INP-C*

Printed Name: \_\_\_\_\_

*Joe Hill*

Title: \_\_\_\_\_

*MSW, APRN, INP-C*

Date: \_\_\_\_\_

*4/18/16*

**APPENDIX E: Healthy Texas Women Certification****Legal Business Name of Respondent:**

Community Health Center of Lubbock, Inc.

**This certification pertains to the following billing or performing provider:****Provider Name** Cottenail, Kezia FNP-BC**Federal Tax ID Number** 75-2424925**NPI Number** 198 293 0731**If provider does not have an NPI, Submission Date of Medicaid Application** \_\_\_\_\_**Provider's primary billing address:****Street Address** 1610 5th St**City/State/Zip Code** Lubbock TX 79415**Telephone Number** 806 765 2611**Provider's primary physical address:****Street Address** 3301 Clovis Road**City/State/Zip Code** Lubbock TX 79415**Telephone Number** 806-763-5557**DEFINITIONS**

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by \_\_\_\_\_ at \_\_\_\_\_

least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
or  
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Keziah Cotton. I am the provider or, if the provider is an organization, I am the provider's (title or position) Family Nurse Practitioner. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.  
☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.



In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

***I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.***

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 4/18/16 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: Kezia Cottner FNP-BC

Printed Name: Kezia Cottner FNP-BC

Title: FNP-BC

Date: 4-18-16

**APPENDIX E: Healthy Texas Women Certification****Legal Business Name of Respondent:**Community Health Center of Lubbock***This certification pertains to the following billing or performing provider:*****Provider Name** Kourtney Dunlap FNPC**Federal Tax ID Number** 75-2424925**NPI Number** 149 7185458***If provider does not have an NPI, Submission Date of Medicaid Application*** \_\_\_\_\_***Provider's primary billing address:*****Street Address** 1610 5th**City/State/Zip Code** Lubbock TX 79401**Telephone Number** 806.765.2611***Provider's primary physical address:*****Street Address** 1610 5th**City/State/Zip Code** Lubbock TX 79401**Telephone Number** 806.765.2611**DEFINITIONS**

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by at

least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;

or

using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Kourtney Dunlap. I am the provider or, if the provider is an organization, I am the provider's (title or position) Family Nurse Practitioner. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

***I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.***

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 4/18/2016 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: Kourtney Dunlap FNP-C

Printed Name: Kourtney Dunlap FNP-C

Title: Family Nurse Practitioner- Certified

Date: 4-18-2016

**APPENDIX E: Healthy Texas Women Certification**Legal Business Name of  
Respondent:Community Health Center of Lubbock  
Libby Elizabeth Payne**This certification pertains to the following billing or performing provider:**Provider Name Libby PayneFederal Tax ID Number 75-2424925NPI Number 1962860536

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

**Provider's primary billing address:**Street Address 1610 5thCity/State/Zip Code Lubbock, TX, 79401Telephone Number 806 765 2611**Provider's primary physical address:**Street Address 1610 5thCity/State/Zip Code Lubbock TX 79401Telephone Number 806-765 2611**DEFINITIONS**

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by  
at  
least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or  
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand  
name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of  
affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group  
practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice  
agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment,  
obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion  
provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing  
upon the patient's request neutral, factual information and nondirective counseling, including the name, address,  
telephone number, and other relevant information about a provider;  
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or  
provider;  
or  
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an  
organization that performs or Promotes elective abortions.

My name is Libby Elizabeth Payne. I am the provider or, if the provider is an organization, I am the provider's (title or position) Family Nurse Practitioner. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.



In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

***I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.***

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 4/18/2016 through 12/31/ 2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: Libby Payne

Printed Name: Libby Payne

Title: Family Nurse Practitioner

Date: 4/18/14

**APPENDIX E: Healthy Texas Women Certification****Legal Business Name of Respondent:**

Community Health Center of Lubbock, Inc.

**This certification pertains to the following billing or performing provider:****Provider Name** Vibeth Atienza**Federal Tax ID Number** 75-2424925**NPI Number** 1114820670**If provider does not have an NPI, Submission Date of Medicaid Application** \_\_\_\_\_**Provider's primary billing address:****Street Address** 2301 cedar Ave.**City/State/Zip Code** Lubbock, TX 79404**Telephone Number** 806-749-0024**Provider's primary physical address:****Street Address** same as above.**City/State/Zip Code** \_\_\_\_\_**Telephone Number** \_\_\_\_\_**DEFINITIONS**

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by  
at

least one written instrument that demonstrates:

common ownership, management, or control;

a franchise; or

the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand  
name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:

taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;

furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or  
provider;

or

using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an  
organization that performs or Promotes elective abortions.

My name is Vibeth Atienza. I am the provider or, if the provider is an organization, I am the provider's (title or position) Family Nurse Practitioner. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, in particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.☒ I affirm that this statement is true and correct.
5. I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.

In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any of my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

***I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.***

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 4/18/2016 through 12/31/2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: Vibeth Atienza

Printed Name: Vibeth Atienza

Title: RN, MSN, BSN, FNP - C

Date: 4/18/16

**APPENDIX E: Healthy Texas Women Certification**

Legal Business Name of  
Respondent:

Marissa Blanco / Community Health Center of Lubbock

*This certification pertains to the following billing or performing provider:*

Provider Name Marissa Blanco / Community Health Center of Lubbock  
Federal Tax ID Number 75-2424925  
NPI Number 1386644821

If provider does not have an NPI, Submission Date of Medicaid Application \_\_\_\_\_

*Provider's primary billing address:*

Street Address 1610 5th  
City/State/Zip Code Lubbock TX 79401  
Telephone Number 806-765-2611

*Provider's primary physical address:*

Street Address 1610 5th  
City/State/Zip Code Lubbock TX 79401  
Telephone Number 806-765-2611

**DEFINITIONS**

For the purposes of this certification the following terms are defined as follows:

The term "affiliate" means:

An individual or entity that has a legal relationship with another entity, which relationship is created or governed by  
at  
least one written instrument that demonstrates:  
common ownership, management, or control;  
a franchise; or  
the granting or extension of a license or other agreement that authorizes the affiliate to use the other entity's brand  
name, trademark, service mark, or other registered identification mark.

The "written instruments" referenced above may include a certificate of formation, a franchise agreement, standards of affiliation, bylaws, or a license, but do not include agreements related to a physician's participation in a physician group practice, such as a hospital group agreement, staffing agreement, management agreement, or collaborative practice agreement.

The term "Promote" means advancing, furthering, advocating, or popularizing elective abortion by, for example:  
taking affirmative action to secure elective abortion services for a HTW client (such as making an appointment, obtaining consent for the elective abortion, arranging for transportation, negotiating a reduction in an elective abortion provider fee, or arranging or scheduling an elective abortion procedure); however, the term does not include providing upon the patient's request neutral, factual information and nondirective counseling, including the name, address, telephone number, and other relevant information about a provider;  
furnishing or displaying to a HTW client information that publicizes or advertises an elective abortion service or provider;  
or  
using, displaying, or operating under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes elective abortions.

My name is Marissa Blanco I am the provider or, if the provider is an organization, I am the provider's (title or position) FNP - BC. I am of sound mind, capable of making this certification, and I am personally acquainted with the facts stated here. If I am representing an organizational provider, I am authorized to make this certification on the provider's behalf. Throughout the remainder of this document, the word "I" will represent the individual provider that is completing this form or the organizational provider on whose behalf the form is being completed. If this form is being completed on behalf of an organizational provider, the word "I" is inclusive of the organization, owners, officers, employees, and volunteers, or any combination of these.

I understand that, under Texas Human Resources Code, Section 32.024(c-1) and relating program rules in the Texas Administrative Code, I am not qualified to participate in HTW; or to bill the program for services if I perform or Promote Elective Abortions, or if I am an affiliate of an entity that performs or Promotes Elective Abortions.

By checking the boxes under each statement below, I affirm that each of the following statements is true. I understand that my failure to mark each of the statements will be regarded as my representation that the statement is false:

1. ☒ I do not, nor do any of my organization's subcontractors, perform or Promote Elective Abortions.  
☒ I affirm that this statement is true and correct.
2. I am not, nor are any of my organization's subcontractors, an Affiliate of an entity that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.
3. In offering or performing a HTW service, I do not, nor do any of my organization's subcontractors, Promote Elective Abortions within the scope of HTW.  
☒ I affirm that this statement is true and correct.
4. In offering or performing a HTW service, I, as well as my organization's subcontractors, maintain physical and financial separation between any HTW activities and any elective abortion-performing or abortion-promoting activity, In particular:
  - a. All HTW services are physically separated from any elective abortion activities, no matter what entity is responsible for the activities;
  - b. The governing board or other body that controls me, or any of my organization's subcontractors, does not have any board members who are also members of the governing board of an entity that performs or Promotes Elective Abortions;
  - c. None of the funds that I, or any my organization's subcontractors, receive for performing HTW services are used to directly or indirectly support the performance or promotion of elective abortions by an affiliate, and my, and any of my organization's subcontractors', accounting records confirm this;
  - d. ☒ I do not, nor do any of my organization's subcontractors, display any signs or materials that Promote Elective Abortion at any locations or in any public electronic communications.  
☒ I affirm that this statement is true and correct.
5. ☒ I do not, nor do any of my organization's subcontractors, use, display, or operate under a brand name, trademark, service mark, or registered identification mark of an organization that performs or Promotes Elective Abortions.  
☒ I affirm that this statement is true and correct.



In addition, I understand and acknowledge that:

- If I fail to complete and submit this certification, I will be disqualified from the HTW Program and the Texas Health and Human Services Commission (HHSC) or its designee (henceforth, "HHSC") will deny any claims I submit for HTW services.
- If, after I submit this signed certification, I, or any of my organization's subcontractors, perform, agree to perform, or Promote Elective Abortions, or I, or any my organization's subcontractors, become an Affiliate of, or agree to affiliate with, an entity that performs or Promotes Elective Abortions, I will notify HHSC at least 30 calendar days before I, or any of my organization's subcontractors, perform or Promote an Elective Abortion or become an Affiliate with an entity that does so. If I fail to notify HHSC as required, I will be disqualified from the HTW Program and HHSC will deny any claims I submit for HTW services.
- If, while participating in the HTW Program, I, or any of my organization's subcontractors, perform or Promote an Elective Abortion, I will be disqualified from the HTW Program, including any HTW contracts, and HHSC will deny any claims I submit for HTW services.
- If I submit this certification and agree to its terms, but HHSC determines that I am in fact ineligible to participate in the HTW Program, HHSC may place a payment hold on claims submitted by me or my organization for HTW services until HHSC can make a final determination regarding my eligibility.
- If HHSC determines that I am ineligible to receive funds under the HTW Program:
  - a) HHSC may recoup HTW funds paid on claims that I have incurred since the date the provider became ineligible;
  - b) HHSC will deny all HTW claims that I have submitted since the date of ineligibility; and
  - c) I will remain ineligible to participate in the HTW Program until I comply with Texas Human Resources Code Section 32.024(c-1) and relating program rules in the Texas Administrative Code.
- If I knowingly make a false statement or misrepresentation on this certification, HHSC may consider me to have committed fraud or tampered with a government record under the laws of Texas, and I may be excluded from participation in the HTW Program.

***I also understand that, to enable HHSC to verify my or my organization's eligibility to participate in the HTW Program, I must complete and return this certification form to HHSC as part of this application.***

If statements 1 – 5 are all marked "true," indicate the effective dates of your certification as follows: (The effective date of the Certification spans from the date of form completion through the end of the Certification year.)

Effective Date of Certification 4/20/2016 through 12/31/2016

Note: Each provider must complete a new certification and mail it to TMHP by the end of each calendar year.

If any of statements 1 – 5 are not true, you must request an immediate termination of your HTW certification:

☐ Terminate HTW certification

Signature: \_\_\_\_\_

*Marissa Blanco, CPC, FNP-BC*

Printed Name: \_\_\_\_\_

*Marissa Blanco, CPC, FNP-BC*

Title: \_\_\_\_\_

*Family Nurse Practitioner*

Date: \_\_\_\_\_

*4/20/16*



**State of Texas**  
**Health & Human Services Commission**  
**Child Support Certification**

**I.**

Section 231.006, Texas Family Code, as amended by Section 82 of House Bill No. 433, 74th Regular Legislative Session (Acts 1995, 74th Leg., R.S., ch. 751), prohibits the payment of state funds under a grant, contract, or loan to

- a person who is more than 30 days delinquent in the payment of child support, and
- a business entity in which such a person is the sole proprietor, partner, shareholder or owner with an ownership interest of at least 25%.

Section 231.006 further provides that a person or business entity that is ineligible to receive payments for the reasons stated above shall continue to be ineligible to receive payments from the state under a contract, grant, or loan until

- all arrearages have been paid, or
- the person is in compliance with a written repayment agreement or court order as to any existing delinquency.

Section 231.006 further requires each bid, or application for a contract, grant, or loan to include

- the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25% of the business entity submitting the bid or application, and
- the statement in Part III below.

Section 231.006 authorizes a state agency to terminate a contract if it determines that statement required below is inaccurate or false. In the event the statement is determined to be false, the vendor is liable to the state for attorney's fees, costs necessary to complete the contract [including the cost of advertising and awarding a second contract], and any other damages provided by law or contract.

**II.**

In accordance with Section 231.006, the names and social security numbers of the individual identified in the contract, bid, or application, or of each person with a minimum 25% ownership interest in the business entity identified therein are provided below.

Name


Social Security #

NOT APPLICABLE

**III.**

As required by Section 231.006, the undersigned certifies the following:

***"Under Section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment, and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."***



Signature

Michael Sullivan

Printed Name

Chief Executive Officer

Title

Date

4/29/6

**CERTIFICATION**  
**REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY**  
**AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Federal Executive Orders 12549 and 12689 require the Texas Health and Human Services Commission (HHSC) to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification the potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the HHSC may pursue available remedies, including suspension and/or debarment.
2. The potential contractor will provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract", "debarred", "suspended", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded", as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the HHSC, as applicable.

Do you have or do you anticipate having subcontractors under this proposed contract? ..... ☒ <sup>X</sup> Yes ☐ No

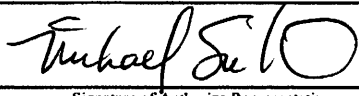
5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must, at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing will be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United States Department of Agriculture, or other federal department or agency, as applicable, and/or the HHSC may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered potential contractor:

☒ The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.

☐ The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Potential Contractor Community Health Center of Lubbock, Inc.	Vendor ID No. or Social Security No. 75-2424925	HHSC Contract No. (if applicable) RFP #529-16-0094
 Signature of Authorize Representative	4/29/16 Date	Printed/Typed Name and Title of Authorized Representative Michael Sullivan, Chief Executive Officer

HHSC RFP No.: 529-16-0094

Community Health Center of  
Lubbock, Inc.  
Respondent Name: \_\_\_\_\_**Required Certifications**


*Instructions: This form must be submitted as an attachment to the respondent's proposal, and must be signed in ink by an individual who is authorized to bind the respondent.*

By submitting a proposal, the respondent agrees and certifies the following.

1. The respondent accepts the RFP terms and conditions, including HHSC's Uniform Contract Terms and Conditions, and other RFP requirements unless specifically noted on the Respondent Information and Disclosure Form. HHSC reserves the right to reject any or all of the respondent's proposed exceptions.
2. The respondent's proposal will remain a firm and binding offer for 240 days from the date the proposal is due.
3. The respondent guarantees that the proposal complies with all RFP requirements, at the costs outlined in the proposal. The respondent further guarantees that the terms specified in the proposal will remain firm and binding through the contract termination date, unless the parties agree to modify such terms in the contract.
4. HHSC will have the right to use, produce and distribute copies of, and disclose all or part of the proposal to HHSC's employees, agents, and contractors and other governmental entities as HHSC deems necessary to complete the procurement process or comply with state or federal laws.
5. Neither the respondent nor any firm, corporation, partnership, or institution represented by the respondent, nor anyone acting for such firm, corporation, partnership or institution has: (1) violated the antitrust laws of the State of Texas under TEX. BUS. & COM. CODE, Chapter 15, or federal antitrust laws, or (2) communicated directly or indirectly the proposal to any competitor or any other person engaged in such line of business during the procurement process.
6. All prices proposed by the respondent have been arrived at independently. The respondent has not, for the purpose of restricting competition, consulted, communicated with, and/or made any agreements with or inducements to any other respondent relating to:
  - the intention to submit a proposal;
  - the methods or factors used to calculate the prices proposed; or
  - the respondent's proposal.
7. On behalf of itself, any parent or subordinate organization and all proposed subcontractors, the respondent accepts as lawful and binding, without reservation or limitation:
  - the RFP's submission requirements and specifications, including all RFP appendices and addenda, except as noted in the Respondent Information and Disclosure Form;
  - HHSC's procurement rules, procedures, and processes;
  - HHSC's use of the evaluation methodology and process described in RFP Section 5;
  - HHSC's sole, unrestricted right to reject any or all proposals, or parts thereof, submitted in response to the RFP;
  - the substantive, professional, legal, procedural, and technical propriety of the RFP Scope of Work.
8. The respondent generally releases from liability and waives all claims against any party providing information about the respondent at HHSC's request.
9. Prior to assigning any personnel to perform any part of its obligation under the contract, the respondent agrees that it will require its personnel and subcontractor personnel to execute individual confidentiality agreements, which upon execution will become part of the contract.

HHSC RFP No.: 529-16-0094 Respondent Name: Community Health Center of Lubbock, Inc.

10. The respondent does not have personal or business interests that present a conflict of interest with respect to the RFP and resulting contract, and if applicable, the respondent has identified any potential conflicts of interest in its proposal.
11. The respondent has complied with all State of Texas and federal laws and regulations relating to the hiring of former state employees, and has disclosed all past state employment in its proposal.
12. The respondent has identified all parts of its proposal that it believes are excepted from disclosure under the Texas Public Information Act, and provided an explanation of why it believes the exceptions apply, in the Respondent Information and Disclosure.
13. Under Section 2155.004, Texas Government Code, the respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
14. Under Section 2155.006, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
15. Under Texas Family Code Section 231.006, relating to child support obligations, the respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate.
16. The respondent will adhere to, and require its subcontractors to adhere to, Executive Order 13224, "Terrorist Financing – Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," effective September 24, 2004, as amended.
17. Respondent has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.
18. The respondent acknowledges all addenda and amendments to the RFP.

  
\_\_\_\_\_  
Signature  
Michael Sullivan  
\_\_\_\_\_  
Printed Name  
Chief Executive Officer  
\_\_\_\_\_  
Title  
4/29/16  
\_\_\_\_\_  
Date

**CERTIFICATION REGARDING FEDERAL LOBBYING**  
(Certification for Contracts, Grants, Loans, and Cooperative Agreements)

**PREAMBLE**

Federal legislation, Section 319 of Public Law 101-121 generally prohibits entities from using federally appropriated funds to lobby the executive or legislative branches of the federal government. Section 319 specifically requires disclosure of certain lobbying activities. A federal government-wide rule, "New Restrictions on Lobbying", published in the Federal Register, February 26, 1990, requires certification and disclosure in specific instances and defines terms:

**Covered Awards and Subawards**--Contracts, grants, and cooperative agreements over the \$100,000 threshold need (1) certifications, and (2) disclosures, if required. (See certification term number 2 concerning disclosure.)

**Lobbying**--To lobby means "to influence or attempt to influence an officer or employee of any agency (federal), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the following covered federal actions:

- the awarding of any federal contract,
- the making of any federal grant,
- the making of any federal loan,
- the entering into of any cooperative agreement, and
- the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement".

**Limited Use of Appropriated Funds Not Prohibited**--The prohibition on using appropriated funds does not apply to activities by one's own employees with respect to:

- liaison activities with federal agencies and Congress not directly related to a covered federal action;
- providing any information specifically requested by a federal agency or Congress;
- discussion and/or demonstration or products or services if not related to a specific solicitation or a covered action; or
- professional and technical services in preparing, submitting or negotiating any bid, proposal or application for a federal contract, grant loan or cooperative agreement or for meeting legal requirements conditional to receipt of any federal contract, grant, loan or cooperative agreement. (The prohibition also does not apply to such services provided by nonemployees for the same purposes.)

**Professional and Technical Services**--Professional and technical services shall be advice and analysis directly applying any professional or technical expertise. Note that the professional and technical services exemption is specifically limited to the merits of the matter.

**Other Allowable Activities**--The prohibition on use of federally appropriated funds does not apply to influencing activities not in connection with a specific covered federal action. These activities include those related to legislation and regulations for a program versus a specific covered federal action.

**Funds Other Than Federal Appropriations**--There is no federal restriction on the use of nonfederal funds to lobby the federal government for contracts, grants, and cooperative agreements.

**Applicability of Other State and Federal Requirements**--Neither the government-wide rule nor the law affect either (1) the applicability of cost principles in OMB circulars A-87 and A-122, or (2) riders to the Texas State Appropriations Acts which disallow use of state funds for lobbying.

**TERMS OF CERTIFICATION**

This certification applies only to the instant federal action for which the certification is being obtained and is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with these federally funded contract, subcontract, subgrant, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. (If needed, contact your Health and Human Services Commission procurement officer or contract manager to obtain a copy of Standard Form-LLL.)
3. The undersigned shall require that the language of this certification be included in the award documents for all covered subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered subrecipients will certify and disclose accordingly.

Do you have or do you anticipate having covered subawards under this transaction? ☐ Yes ☒ No

Name of Contractor/Potential Contractor Community Health Center of Lubbock, Inc.	Vendor ID No. or Social Security No. 75-2424925	HHSC Contract No. (if applicable) REP #529-16-0094 RF #529-16-0094
---	--	--

Name of Authorized Representative (type or print) Michael Sullivan	Title Chief Executive Officer
---	----------------------------------

  
Signature--Authorize Representative

4/29/16  
Date

Form Number: CPP0434

HHSC Contract No. RFP #529-16-0094

**TEXAS HEALTH AND HUMAN SERVICES COMMISSION**

**ANTI-TRUST CERTIFICATION**

**STATE OF TEXAS**

**COUNTY OF TRAVIS**

CONTRACTOR hereby certifies to HHSC that neither the CONTRACTOR, nor the person represented by the CONTRACTOR, nor any person acting for the represented person has:

- a. violated the antitrust laws codified by Chapter 15, Business & Commerce Code, or the federal antitrust laws; or
- b. directly or indirectly communicated the bid/offer associated with this contract to a competitor or other person engaged in the same line of business.

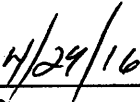
CONTRACTOR hereby assigns to HHSC any and all claims for overcharges associated with this contract arising under the anti-trust laws of the United States, 15 U.S.C.A. Section 1, et. seq. (1973), as amended, and the anti-trust laws of the State of Texas, TEX. Bus. & Comm Code Ann. Section 15.01, et. seq. (1967), as amended.



\_\_\_\_\_  
Authorized signature

\_\_\_\_\_  
Community Health Center of Lubbock, Inc.

\_\_\_\_\_  
Name of Contractor/Vendor



\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Sullivan

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Title of Individual

Effective Date: 04/02/2007

Revision Date:



Effective: August, 2004

Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094

Respondent's Name: Community Health Center of Lubbock, Inc.**Respondent Information and Disclosures***Instructions: This form must be submitted as an attachment to the respondent's proposal.*

<b>Part 1: General Respondent Information.</b>	
1. Organization's Legal Name: <u>Community Health Center of Lubbock, Inc.</u> 2. Doing Business As: <u>Community Health Center of Lubbock, Inc.</u> 3. Physical Address: <u>1610 5th Street, Lubbock, Texas 79401</u> 4. Mailing Address: <u>1610 5th Street, Lubbock, Texas 79401</u> 5. Taxpayer Identification Number: <u>75-2424925</u> 6. Legal Status (check one): <input type="checkbox"/> For-profit Entity <input checked="" type="checkbox"/> Non-profit Entity <input type="checkbox"/> Governmental Entity 7. Business Structure (check one): <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited (Liability) Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited (Liability) Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> Other (specify): <u>501(c)3</u> 8. State of Incorporation, If Applicable: <u>Texas</u> 9. Name of Parent Entity, If Applicable: <u>Community Health Center of Lubbock, Inc.</u> 10. HUB Status (check one): <input type="checkbox"/> State of Texas Certified Entity <input checked="" type="checkbox"/> Non-HUB Entity	
<b>Part 2: Respondent Contact Information.</b>	
1. Person Who Will Sign the Contract: Name: <u>Michael Sullivan</u> Title: <u>Chief Executive Officer</u> Mailing Address: <u>1610 5th Street</u> <u>Lubbock, Texas 79401</u> Telephone: <u>806-765-2611</u> Fax: <u>806-687-5826</u> E-mail: <u>msullivan@chcl.tachc.org</u>	2. Primary Contact for Proposal Questions: Name: <u>Michael Sullivan</u> Title: <u>Chief Executive Officer</u> Mailing Address: <u>1610 5th Street</u> <u>Lubbock, TX 79401</u> Telephone: <u>806-765-2611</u> Fax: <u>806-687-5816</u> E-mail: <u>msullivan@chcl.tachc.org</u>
<b>Part 3: Subcontractor Information. Provide the following information for each proposed subcontractor. Attach additional pages if necessary.</b>	
1. Organization's Legal Name: <u>Spikes Imaging</u> 2. Doing Business As: <u>N/A</u> 3. Physical Address: <u>2232 Indiana Avenue, Lubbock, TX 79410</u>	

Effective: August, 2004

Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094

Respondent's Name: Community Health Center of Lubbock, Inc.

4. Mailing Address: <u>2232 Indiana Avenue, Lubbock, TX 79410</u>	
5. Taxpayer Identification Number: <u>75-2190540</u>	
6. Legal Status (check one):	<input checked="" type="checkbox"/> For-profit Entity <input type="checkbox"/> Non-profit Entity <input type="checkbox"/> Governmental Entity
7. Business Structure (check one):	<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited (Liability) Company <input type="checkbox"/> Partnership <input type="checkbox"/> Limited (Liability) Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify): _____
8. State of Incorporation, If Applicable: <u>Texas</u>	
9. Name of Parent Entity, If Applicable: <u>N/A</u>	
10. HUB Status (check one): <input type="checkbox"/> State of Texas Certified Entity <input checked="" type="checkbox"/> Non-HUB Entity	
Have you attached additional pages for Part 3? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Part 4: Former Employees of a State Agency. Identify all respondent or subcontractor personnel who have worked for HHSC or another health and human services agency in the past two years. Attach additional pages if necessary.</b>	
1. Name of former state employee: <u>Teresa Day</u>	
2. Job title at termination of state employment: <u>Regulatory Surveyor/Investigator</u>	
3. Date of termination of state employment: <u>6/10/2014</u>	
4. Annual rate of compensation at termination: <u>Unknown</u>	
5. Description of job responsibilities while state employee: <u>Unknown; Teresa Day no longer works for Community Health Center of Lubbock to gather this information.</u>	
6. If the former state employee worked on matters relating to the RFP, describe those matters:	
<u>Teresa Day did not work on matters relating to this RFP.</u>	
Have you attached additional pages for Part 4? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Effective: August, 2004

Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094

Respondent's Name: Community Health Center of Lubbock, Inc.

**Part 5: Conflicts of Interest. Describe all facts or circumstances that may give rise to a potential conflict of interest, and describe all measures the respondent and its subcontractors will take to ensure that these facts or circumstances do not create an actual conflict of interest. Attach additional pages if necessary.**

Community Health Center of Lubbock does not have any conflicts of interest.

Have you attached additional pages for Part 5? ☐ Yes ☒ No

**Part 6: Litigation. Disclose all pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving the respondent within the past 36 months. Include the cause number, court, parties' names, subject matter, relief sought, amount in controversy, and final disposition or status. Provide the same information for all subcontractors. Attach additional pages if necessary.**

There are no pending, resolved, or completed litigation, mediation, arbitration, or other alternative dispute resolution procedure involving Community Health Center of Lubbock, Inc.

Have you attached additional pages for Part 6? ☐ Yes ☒ No

Effective: August, 2004

Revision Date: July 15, 2008

HHSC RFP No.: 529-16-0094

Respondent's Name: Community Health Center of Lubbock, Inc.

**Part 7: Exceptions or Reservations to the RFP. List all exceptions, reservations, and limitations to the terms and conditions of the RFP, including HHSC's UTCs. Respondents may not raise additional issues during contract discussions or negotiations, and HHSC may take all stated exceptions, reservations, or limitations to the RFP's terms and conditions into account during proposal evaluation. Attach additional pages if necessary.**

Community Health Center of Lubbock does not have any exceptions or reservation to the RFP.

Have you attached additional pages for Part 7? ☐ Yes ☒ No

**Part 8: Texas Public Information Act (PIA): Complete this part if you assert one or more parts of the proposal are excepted from disclosure under the PIA. Attach additional pages if necessary.**

1. Proposal Section: \_\_\_\_\_

2. PIA Exception\*: \_\_\_\_\_

3. Explanation of Why the Exception Applies: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\* The most commonly asserted exception is Texas Government Code §552.110 (trade secret, or commercial or financial information confidential by law).

Have you attached additional pages for Part 8? ☐ Yes ☒ No

**Part 3: Subcontractor Information continued**

**Answering question 1-10 on form for a total of 4 subcontractors.**

1. Covenant Health System
2. Joe Arrington Cancer Research and Treatment Center
3. 4101 22<sup>nd</sup> Place, Lubbock, TX 79410
4. 3615 19<sup>th</sup> Street, Lubbock, TXD 79410
5. 75-2765566
6. Non-profit Entity
7. Corporation
8. Texas
9. Covenant Health System
10. Non-Hub Entity

1. United Supermarkets, LLC
2. United Coalition Pharmacy
3. 1610 5<sup>th</sup> Street, Lubbock, TX 79401
4. 7830 Orlando Avenue, Lubbock, TX 79423
5. 75-0916445
6. Non-profit Entity
7. Corporation
8. Texas
9. United Supermarkets, LLC
10. Non-Hub Entity

1. Laboratory Corporation of America
2. LabCorp
3. 7777 Forest Lane, C-350, Dallas, TX 75230
4. 7777 Forest Lane, C-350, Dallas, TX 75230
5. 84-0611484
6. For-profit Entity
7. Corporation
8. Delaware
9. Laboratory Corporation of America
10. Non-Hub Entity



# HUB Subcontracting Plan (HSP)

## QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
  - ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
  - ☐ Section 2 c. - Yes
  - ☐ Section 4 - Affirmation
  - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
  - ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
  - ☐ Section 2 c. - No
  - ☐ Section 2 d. - Yes
  - ☐ Section 4 - Affirmation
  - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
  - ☐ Section 1 - Respondent and Requisition Information
  - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
  - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
  - ☐ Section 2 c. - No
  - ☐ Section 2 d. - No
  - ☐ Section 4 - Affirmation
  - ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment, including transportation and delivery), complete:
  - ☒ Section 1 - Respondent and Requisition Information
  - ☒ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
  - ☒ Section 3 - Self Performing Justification
  - ☒ Section 4 - Affirmation

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



# HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

## - - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract\* in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

## SECTION-1 RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: Community Health Center of Lubbock, Inc. State of Texas VID #: 75-2424925  
 Point of Contact: Michael Sullivan, Chief Executive Officer Phone #: 806-765-2611  
 E-mail Address: msullivan@chcl.tachc.org Fax #: 806-687-5826
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☒ - No
- c. Requisition #: 529-16-0094 Bid Open Date: 03/22/2016

(mm/dd/yyyy)

Enter your company's name here: Community Health Center of Lubbock, Inc.Requisition #: 529-16-0094**SECTION-2: RESPONDENT'S SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods, services, transportation and delivery will be subcontracted**. Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ - **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)

☒ - **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods, services, transportation and delivery. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract</u> * in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>).

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract**\* in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)

☐ - **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



Enter your company's name here: Community Health Center of Lubbock, Inc. Requisition #: 529-16-0094

## SECTION-2 RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include transportation and delivery under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: Community Health Center of Lubbock, Inc. Requisition #: 529-16-0094

**SECTION-3 SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

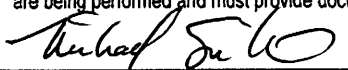
If you responded "No" to SECTION 2, Item a, in the space provided below explain how your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

Community Health Center of Lubbock is a FQHC and already has agreements in place for the provision of ancillary services, including lab and pharmacy services.

**SECTION-4: AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

  
Signature

Michael Sullivan  
Printed Name

Chief Exec. Officer  
Title

4/29/16  
Date  
(mm/dd/yyyy)

**Reminder:**

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.



# HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: Community Health Center of Lubbock, Inc.Requisition #: 529-16-0094

**IMPORTANT:** If you responded "**No**" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

## SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

## SECTION B 2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If **Yes**, continue to SECTION B-4.)

☐ - No / Not Applicable (If **No** or **Not Applicable**, continue to SECTION B-3 and SECTION B-4.)

## SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs **at least seven (7) working days** to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbldsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.
- b.** List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers **at least seven (7) working days** prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

- d.** List **two (2) trade organizations or development centers** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

**HSP Good Faith Effort - Method B (Attachment B) Cont.**

Rev. 09/15

Enter your company's name here: Community Health Center of Lubbock, Inc. Requisition #: 529-16-0094**SECTION B-4: SUBCONTRACTOR SELECTION**

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



# HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

## SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: \_\_\_\_\_  
 Point-of-Contact: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_

State of Texas VID #: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 Fax #: \_\_\_\_\_

## SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: Texas Health and Human Services Commission  
 Point-of-Contact: Mahsa Azadi  
 Requisition #: 529-16-0094

Phone #: 512-406-2410  
 Bid Open Date: 03/22/2016  
 (mm/dd/yyyy)

## SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

### 1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than \_\_\_\_\_ on \_\_\_\_\_  
 Central Time Date (mm/dd/yyyy)

*In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).*

*(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)*

### 2. Subcontracting Opportunity Scope of Work:

### 3. Required Qualifications:

☐ - Not Applicable

### 4. Bonding/Insurance Requirements:

☐ - Not Applicable

### 5. Location to review plans/specifications:

☐ - Not Applicable



## HHS Enterprise Data Use Agreement - Attachment 2 SECURITY AND PRIVACY INITIAL INQUIRY (SPI)

Email: [InfoSecurity@hhsc.state.tx.us](mailto:InfoSecurity@hhsc.state.tx.us)

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses in sections B and C prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers in Sections B and C below prior to performing any work on behalf of any HHS agency. For existing contracts or renewals with "No" responses, there must be an action plan for remediation of Section B and C within 30 days for HIPAA related contracts and 90 days for others.

### SECTION A: APPLICANT/BIDDER INFORMATION (To be completed by Applicant/Bidder)

<b>1. Entity or Applicant/Bidder Legal Name</b>	Legal Name: Community Health Center of Lubbock, Inc. Address: 1610 5th Street City: Lubbock                      State: TX      ZIP: 79401 Main Telephone #: 806-765-2611 Website: <a href="http://www.chclubbock.org">www.chclubbock.org</a>
<b>2. Number of Employees, at all locations, in Applicant Bidder's Workforce</b> "Workforce" means all employees, volunteers, trainees, and other Persons whose conduct is under the direct control of Applicant/Bidder, whether or not they are paid by Applicant/Bidder. If Applicant/Bidder is a sole proprietor, the workforce may be only one employee.	Total Employees: 150
<b>3. Number of Subcontractors</b> (if Applicant/Bidder will not use subcontractors, enter "0")	Total Subcontractors: 4
<b>4. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder</b> (Privacy and Security Official may be the same person.)	<b>A. Security Official:</b> Name: Frances Magallanes Address: 1610 5th Street City: Lubbock                      State: TX      ZIP: 79401 Telephone #: 806-765-2611 Email Address: <a href="mailto:fmagallanes@chcl.tachc.org">fmagallanes@chcl.tachc.org</a> <b>B. Privacy Official:</b> Name: Frances Magallanes Address: 1610 5th Street City: Lubbock                      State: TX      ZIP: 79401 Telephone #: 806-765-2611 Email Address: <a href="mailto:fmagallanes@chcl.tachc.org">fmagallanes@chcl.tachc.org</a>

**5. HHS Agency Information** Provide the following information if known.

Contract Mgr:	Masha Azadi	Email Address:	mahsa.azadi@hhsc.state.tx.us	Agency:	HHSC
Telephone #:	512.2064785	Requesting Dept:		PO/Contract #:	529-16-0094

<b>6. Number of Storage Devices for HHS Confidential Information (as defined in the HHS Data Use Agreement (DUA))</b> Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than a local server or a personal computer. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information organized around a particular body of knowledge or pertaining to a particular business.	Total # (Sum a-d) 12
<b>a. Devices.</b> Number of personal user computers, devices or drives, including mobile devices and mobile drives.	10
<b>b. Servers.</b> Number of Servers that are not in a data center or using Cloud Services.	0
<b>c. Cloud Services.</b> Number of Cloud Services in use.	1
<b>d. Data Centers.</b> Number of Data Centers in use.	1
<b>7. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle HHS Confidential Information during one year:</b>	<b>Select Option</b>
<b>a.</b> 499 individuals or less <b>b.</b> 500 to 999 individuals <b>c.</b> 1,000 to 99,999 individuals <b>d.</b> 100,000 individuals or more	<input checked="" type="radio"/> a. <input type="radio"/> b. <input type="radio"/> c. <input type="radio"/> d.
<b>8. HIPAA Business Associate Agreement</b>	<b>Yes or No</b>
<b>a.</b> Will Applicant/Bidder use, disclose, create, receive, transmit or maintain protected health information on behalf of a HIPAA-covered HHS agency for a HIPAA-covered function?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<b>b.</b> Does Applicant/Bidder have a Privacy Notice prominently displayed on a Webpage or a Public Office of Applicant/Bidder's business open to or that serves the public? (This is a HIPAA requirement. Answer "No" if not applicable, such as for agencies not covered by HIPAA.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<b>9. Subcontractors.</b> If the Applicant/Bidder responded "0" to Question 3 (indicating no subcontractors), check "No" for both 'a.' and 'b.' to indicate "N/A."	<b>Yes or No</b>
<b>a.</b> Does Applicant/Bidder require subcontractors to execute the DUA Attachment 1 Subcontractor Agreement Form?	<input type="radio"/> Yes <input checked="" type="radio"/> No
<b>b.</b> Will Applicant/Bidder obtain written approval from an HHS agency before entering into any agreements with subcontractors to handle HHS Confidential Information on behalf of Applicant/Bidder?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<b>10. Does Applicant/Bidder have any Optional Insurance currently in place?</b> Optional Insurance provides coverage for: (1) Network Security and Privacy; (2) Data Breach; (3) Cyber Liability (lost data, lost use or delay/suspension in business, denial of service with e-business, the Internet, networks and informational assets, such as privacy, intellectual property, virus transmission, extortion, sabotage or web activities); (4) Electronic Media Liability; (5) Crime/Theft; (6) Advertising Injury and Personal Injury Liability; and (7) Crisis Management and Notification Expense Coverage.	<input type="radio"/> Yes <input checked="" type="radio"/> No



**Section B: PRIVACY RISK ANALYSIS AND ASSESSMENT (To be completed by Applicant/Bidder)**

1. <b>Written Policies &amp; Procedures.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that, at a minimum:	<b>Yes or No</b>
<b>a.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that identify Authorized Users and Authorized Purposes (as defined in the DUA) relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>b.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that require Applicant/Bidder and its Workforce to comply with the applicable provisions of HIPAA and other laws referenced in the DUA, relating to creation, receipt, maintenance, use, disclosure, access or transmission of HHS Confidential Information on behalf of an HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>c.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that limit use or disclosure of HHS Confidential Information to the minimum that is necessary to fulfill the Authorized Purposes?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>d.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that respond to an actual or suspected breach of HHS Confidential Information, to include at a minimum (if any responses are “No” check “No” for all three): <ul style="list-style-type: none"> <li>i. Immediate breach notification to the HHS agency, regulatory authorities, and other required Individuals or Authorities, in accordance with Article 4 of the DUA;</li> <li>ii. Following a documented breach response plan, in accordance with the DUA and applicable law; &amp;</li> <li>iii. Notifying Individuals and Reporting Authorities whose HHS Confidential Information has been breached, as directed by the HHS agency?</li> </ul>	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>e.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that conduct annual workforce training and monitoring for and correction of any training delinquencies?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

<b>f.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that permit or deny individual rights of access, and amendment or correction, when appropriate?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>g.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that permit only Authorized Users with up-to-date privacy and security training, and with a reasonable and demonstrable need to use, disclose, create, receive, maintain, access or transmit the HHS Confidential Information, to carry out an obligation under the DUA for an Authorized Purpose, unless otherwise approved in writing by an HHS agency?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>h.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that establish, implement and maintain proof of appropriate sanctions against any Workforce or Subcontractors who fail to comply with an Authorized Purpose or who is not an Authorized User, and used or disclosed HHS Confidential Information in violation of the DUA, the Base Contract or applicable law?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>i.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that require updates to policies, procedures and plans following major changes with use or disclosure of HHS Confidential Information within 60 days of identification of a need for update?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>j.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that restrict permissions or attempts to re-identify or further identify de-identified HHS Confidential Information, or attempt to contact any Individuals whose records are contained in the HHS Confidential Information, except for an Authorized Purpose, without express written authorization from an HHS agency or as expressly permitted by the Base Contract?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

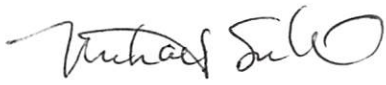
<b>k.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit offshoring, or the use, disclosure, creation, maintenance or transmission of HHS Confidential Information outside of the United States of America, without express written permission from the HHS agency?	<input type="radio"/> Yes <input checked="" type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> The PI/Compliance Coordinator will draft a policy and present to the Policy/Competency/SOP Committee at the May 2016 meeting. The policy will be presented to the Board of Directors at the June 2016 Meeting.	<u>Compliance Date:</u> <b>June 2016</b>
<b>l.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that require cooperation with HHS agencies' or federal regulatory inspections, audits or investigations related to compliance with the DUA or applicable law?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>m.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that require appropriate standards and methods to destroy or dispose of HHS Confidential Information?	<input type="radio"/> Yes <input checked="" type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u> <b>June 30, 2016</b>
<b>n.</b> Does Applicant/Bidder have current written privacy and security policies and procedures that prohibit disclosure of Applicant/Bidder's work product done on behalf of HHS pursuant to the DUA, or to publish HHS Confidential Information without express prior approval of the HHS agency?	<input type="radio"/> Yes <input checked="" type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u> The PI/Compliance Coordinator will draft a policy and present to the Policy/Competency/SOP Committee at the May 2016 meeting. The policy will be presented to the Board of Directors at the June 2016 Meeting.	<u>Compliance Date:</u> <b>June 2016</b>
<b>2.</b> Does Applicant/Bidder have a current Workforce training program? Training of Workforce must occur at least once every year, and within 30 days of date of hiring a new Workforce member who will handle HHS Confidential Information. Training must include: (1) privacy and security policies, procedures, plans and applicable requirements for handling HHS Confidential Information, (2) a requirement to complete training before access is given to HHS Confidential Information, and (3) written proof of training and a procedure for monitoring timely completion of training.	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>

<p><b>3. Does Applicant/Bidder have Privacy Safeguards to protect HHS Confidential Information in oral, paper and/or electronic form?</b></p> <p>"Privacy Safeguards" means protection of HHS Confidential Information by establishing, implementing and maintaining required Administrative, Physical and Technical policies, procedures, processes and controls, required by the DUA, HIPAA (45 CFR 164.530), Social Security Administration, Medicaid and laws, rules or regulations, as applicable. Administrative safeguards include administrative protections, policies and procedures for matters such as training, provision of access, termination, and review of safeguards, incident management, disaster recovery plans, and contract provisions. Technical safeguards include technical protections, policies and procedures, such as passwords, logging, emergencies, how paper is faxed or mailed, and electronic protections such as encryption of data. Physical safeguards include physical protections, policies and procedures, such as locks, keys, physical access, physical storage and trash.</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>4. Does Applicant/Bidder and all subcontractors (if applicable) maintain a current list of Authorized Users who have access to HHS Confidential Information, whether oral, written or electronic?</b></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>5. Does Applicant/Bidder and all subcontractors (if applicable) monitor for and remove terminated employees or those no longer authorized to handle HHS Confidential Information from the list of Authorized Users?</b></p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>Section C: SECURITY RISK ANALYSIS AND ASSESSMENT (to be completed by Applicant/Bidder)</b></p>	
<p><b>This section is about your electronic system. If your business DOES NOT store, access, or transmit HHS Confidential Information in electronic systems (e.g., laptop, personal use computer, mobile device, database, server, etc.) select the box to the right, and "YES" will be entered for all questions in this section.</b></p>	<p><input type="checkbox"/> <b>No Electronic Systems</b></p>
<p><b>1. Does Applicant/Bidder ensure there are not any offshore (outside of the United States) services that access, create, disclose, receive, transmit or maintain HHS Confidential Information?</b></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p><b>2. Does Applicant/Bidder utilize an IT security-knowledgeable person or company to maintain or oversee the configurations of Applicant/Bidder's computing systems and devices?</b></p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>

<p>3. Does Applicant/Bidder monitor and manage access to HHS Confidential Information (i.e., access is limited to Authorized Users, formal processes exist for granting access and validating need for remote access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information)?</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>4. Does each member of Applicant/Bidder's Workforce who will use, disclose, create, receive, transmit or maintain HHS Confidential Information have a unique user name (account) and private password?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>5. Does Applicant/Bidder have a system for changing default passwords, requiring user password changes at least every 90 days, and prohibiting the creation of weak passwords for all computer systems that access or store HHS Confidential Information (e.g., require a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numerals, where possible)?</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u> IT Systems Engineer will draft a policy and present to the Policy/Competency/SOP Committee for review in June 2016. The policy will be presented to the Board of Directors in July 2016.</p>	<p><u>Compliance Date:</u> <b>July 2016</b></p>
<p>6. Does Applicant/Bidder lock the password after a certain number of failed attempts and after 15 minutes of user inactivity in all computing devices that access or store HHS Confidential Information?</p>	<p><input checked="" type="radio"/> Yes <input type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u></p>	<p><u>Compliance Date:</u></p>
<p>7. Does Applicant/Bidder secure, manage and encrypt remote access to computer systems containing HHS Confidential Information, including wireless access, (i.e., access is limited to Authorized Users, a formal process exists for granting access to Authorized Users, a formal process exists to validate the need of an Authorized User's remote access to HHS Confidential Information, etc.)?</p>	<p><input type="radio"/> Yes <input checked="" type="radio"/> No</p>
<p><u>Action Plan for Compliance with a timeline:</u> IT Systems Engineer will draft a policy and present to the Policy/Competency/SOP Committee for review in June 2016. The policy will be presented to the Board of Directors in July 2016.</p>	<p><u>Compliance Date:</u> <b>July 2016</b></p>

<b>8.</b> Does Applicant/Bidder implement computer security configurations or settings for all computers and systems that access or store HHS Confidential Information? (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit exploitation opportunities for hackers or intruders, etc.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>9.</b> Does Applicant/Bidder secure physical access to computer, paper, or other systems containing HHS Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.)?	<input type="radio"/> Yes <input checked="" type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>10.</b> Does Applicant/Bidder use encryption products to protect HHS Confidential Information that is transmitted over a public network (e.g., the Internet, WiFi, etc.) or that is stored on a computer system that is physically or electronically accessible to the public? ( <b>FIPS 140-2 encryption</b> * preferred.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>11.</b> Does Applicant/Bidder require Workforce members to formally acknowledge rules outlining their responsibilities for protecting HHS Confidential Information and associated systems containing HHS Confidential Information before their access is provided?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>12.</b> Is Applicant/Bidder willing to perform or submit to a criminal background check on Authorized Users?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>13.</b> Does Applicant/Bidder store HHS Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can Applicant/Bidder produce evidence of the encryption, such as, a screen shot or a system report? ( <b>FIPS 140-2 encryption</b> * preferred.)	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
* For more information regarding FIPS 140-2 encryption products, refer to: <a href="http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm">http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm</a>	



<b>14.</b> Does Applicant/Bidder prohibit the storage or creation of HHS Confidential Information on free Cloud Services or social media sites, unless there is an HHS-approved subcontractor agreement including an encryption-at-rest requirement with the service or site?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>15.</b> Does Applicant/Bidder keep current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>16.</b> Do Applicant/Bidder's computing systems that use, disclose, access, create, transmit, maintain or store HHS Confidential Information contain up-to-date anti-malware and antivirus protection?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>17.</b> Does the Applicant/Bidder review system security logs on computing systems that access or store HHS Confidential Information for abnormal activity or security concerns on a regular basis?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>18.</b> Notwithstanding records retention requirements, do Applicant/Bidder's disposal processes for HHS Confidential Information ensure that HHS Confidential Information is destroyed so that it is unreadable or undecipherable?	<input checked="" type="radio"/> Yes <input type="radio"/> No
<u>Action Plan for Compliance with a timeline:</u>	<u>Compliance Date:</u>
<b>Section D: Signature and Submission</b>	
Please sign the form digitally, if possible; if you can't, provide a handwritten signature.	
Signature: 	Date: 4/29/16
To submit the completed, signed form, do one of the following: <ul style="list-style-type: none"> <li>Click the Submit by Email button. (When prompted, choose the Desktop Email Application option and click OK.)</li> <li>Attach it to an email to <a href="mailto:InfoSecurity@hhsc.state.tx.us">InfoSecurity@hhsc.state.tx.us</a>.</li> </ul> <div style="text-align: center;"> <input type="button" value="Submit by email"/> </div>	

**INSTRUCTIONS FOR COMPLETING THE  
SECURITY AND PRIVACY INITIAL INQUIRY (SPI)  
Attachment 2 to the HHS Enterprise Data Use Agreement**

*Below are instructions for Applicants, Bidders and Contractors for Health and Human Services requiring the Attachment 2, Security and Privacy Inquiry (SPI) to the Data Use Agreement (DUA). Instruction item numbers below correspond to sections on the SPI form.*

If you are a bidder for a new procurement/contract, in order to participate in the bidding process, you must have corrected any "No" responses in sections B and C prior to the contract award date. If you are an applicant for an open enrollment, you must have corrected any "No" answers in Sections B and C below prior to performing any work on behalf of any HHS agency. For existing contracts or renewals with "No" responses, there must be an action plan for remediation of Section B and C within 30 days for HIPAA related contracts and 90 days for others.

## **SECTION A. APPLICANT /BIDDER INFORMATION**

**Item #1. Entity or Applicant/Bidder Legal Name.** *Provide the legal name of the business (the name used for legal purposes, like filing a federal or state tax form on behalf of the business, and is not a trade or assumed named "dba"), the address of the corporate or main branch of the business, the telephone number where the business can be contacted regarding questions related to the information on this form and the website of the business, if a website exists.*

**Item #2. Number of Employees, at all locations, in Applicant/Bidder's workforce..** *Provide the total number of individuals, including volunteers, subcontractors, trainees, and other persons who work for the business. If you are the only employee, please answer "1."*

**Item #3. Number of Subcontractors.** *Provide the total number of subcontractors working for the business. If you have none, please answer "0" zero.*

**Item #4. Name of Information Technology Security Official and Name of Privacy Official for Applicant/Bidder.** *As with all other fields on the SPI, this is a required field. This may be the same person and the owner of the business if such person has the security and privacy knowledge that is required to implement the requirements of the DUA and respond to questions related to the SPI. In 4.A provide the name, address, telephone number, and email address of the person whom you have designated to answer any security questions found in Section C and in 4.B. provide this information for the person whom you have designated as the person to answer any privacy questions found in Section B. The business may contract out for this expertise; however, designated individual(s) must have knowledge of the business's devices, systems and methods for use, disclosure, creation, receipt, transmission and maintenance of Confidential Information and be willing to be the point of contact for privacy and security questions.*

**Item #5. HHS Agency Information.** *Provide the details of the HHS Contract Manager and PO/Contract # if known.*

- **Contract Mgr.** *Provide the name of the HHS Contract Manager or Purchasing Official.*
- **Email Address.** *Provide the HHS Contract Manager or Purchasing Official email address.*
- **Agency.** *Select the Agency responsible for the Purchase Order or Contract.*
- **Telephone #.** *Provide the HHS Contract Manager or Purchasing Official telephone number.*
- **Requesting Dept.** *Provide the HHS Agency Requesting Department.*
- **PO/Contract #.** *Provide the Purchase Order or Contract number.*

**Item #6. Number of Storage devices for Confidential Information.** *The total number of devices is automatically calculated by exiting the fields in lines a - d. Use the <Tab> key when exiting the field to prompt calculation, if it doesn't otherwise sum correctly.*

- **Item 6a. Devices.** *Provide the number of personal user computers, devices, and drives (including mobile devices, laptops, USB drives, and external drives) on which your business stores or will store Confidential Information.*
- **Item 6b. Servers.** *Provide the number of servers not housed in a data center or "in the cloud," on which confidential data is stored or will be stored. A server is a dedicated computer that provides data or services to other computers. It may provide services or data to systems on a local area network (LAN) or a wide area network (WAN) over the Internet. If none, answer "0" (zero).*
- **Item 6c. Cloud Services.** *Provide the number of cloud services to which Confidential Information is stored. Cloud Services involve using a network of remote servers hosted on the Internet to store, manage, and process data, rather than on a local server or a personal computer. If none, answer "0" (zero.)*
- **Item 6d. Data Centers.** *Provide the number of data centers in which you store Confidential Information. A Data Center is a centralized repository, either physical or virtual, for the storage, management, and dissemination of data and information*



organized around a particular body of knowledge or pertaining to a particular business. If none, answer "0" (zero).

**Item #7. Number of unduplicated individuals for whom Applicant/Bidder reasonably expects to handle Confidential Information during one year.** Select the radio button that corresponds with the number of clients/consumers for whom you expect to handle Confidential Information during a year. Only count clients/consumers once, no matter how many direct services the client receives during a year.

**Item #8. HIPAA Business Associate Agreement.**

- **Item #8a.** Answer "yes" if your business will use, disclose, create, receive, transmit, or store information relating to a client/consumer's healthcare on behalf of the Department of State Health Service, the Department of Disability and Aging Services, or the Health and Human Services commission for treatment, payment, or operation of Medicaid or Medicaid clients. If your contract does not include HIPAA covered information, respond "no."
- **Item #8b.** Answer "yes" if your business has a notice of privacy practices (a document that explains how you protect and use a client/consumer's healthcare information) displayed either on a website (if one exists for your business) or in your place of business (if that location is open to clients/consumers or the public). If your contract does not include HIPAA covered information, respond "no."

**Item #9. Subcontractors.** If your business responded "0" to question 3 (number of subcontractors), Answer "no" to Items 9a and 9b to indicate not applicable.

- **Item #9a.** Answer "yes" if your business requires that all subcontractors sign Attachment 1 of the DUA.
- **Item #9b.** Answer "yes" if your business obtains HHS approval before permitting subcontractors to handle Confidential Information on your business's behalf.

**Item #10. Optional Insurance.** Answer "yes" if applicant has optional insurance in place to provide coverage for a Breach or any other situations listed in this question. If you do not have this optional coverage, answer "no."

## **SECTION B. PRIVACY RISK ANALYSIS AND ASSESSMENT**

**Reasonable and appropriate written Privacy and Security policies and procedures are required, even for sole proprietors who are the only employee, to demonstrate how your business will safeguard Confidential Information and respond in the event of a Breach of Confidential Information. To ensure that your business is prepared, all of the items below must be addressed in your written Privacy and Security policies and procedures.**

**For any question Section B or Section C question that is answered "no", an explanation of how compliance will be corrected and a date when compliance will be complete in the designated areas below the question.**

**Item #1.** Answer "yes" if you have written policies in place for each of the areas (a-o).

- **Item #1a.** Answer "yes" if your business has written policies and procedures that identify everyone, including subcontractors, who are authorized to use Confidential Information. The policies and procedures should also identify the reason why these Authorized Users need to access the Confidential Information and this reason must align with the Authorized Purpose described in the Scope of Work or description of services in the Base Contract with the HHS agency.
- **Item #1b.** Answer "yes" if your business has written policies and procedures that require your employees (including yourself), your volunteers, your trainees, and any other persons whose work you direct, to comply with the requirements of HIPAA, if applicable, and other confidentiality laws as they relate to your handling of Confidential Information. Refer to the laws and rules that apply, including those referenced in the DUA and Scope of Work or description of services in the Base Contract.
- **Item #1c.** Answer "yes" if your business has written policies and procedures that limit the Confidential Information you disclose to the minimum necessary for your workforce and subcontractors (if applicable) to perform the obligations described in the Scope of Work or service description in the Base Contract. (e.g., if a client/consumer's Social Security Number is not required for a workforce member to perform the obligations described in the Scope of Work or service description in the Base Contract, then the Social Security Number will not be given to them.) If you are the only employee for your business, policies and procedures must not include a request for, or use of, Confidential Information that is not required for performance of the services.
- **Item #1d.** Answer "yes" if your business has written policies and procedures that explain how your business would respond to an actual or a suspected breach of Confidential Information. The written policies and procedures, at a minimum, must include the three items below. If any response to the three items below are no, answer "no."

- **Item #1di.** Answer "yes" if your business has written policies and procedures that require your business to immediately notify HHS, the HHS Agency, regulatory authorities, or other required Individuals or Authorities of a Breach as described in Article 4, Section 4 of the DUA.

Refer to Article 4, Section 4.01:

**Initial Notice of Breach** must be provided in accordance with HHS and DUA requirements with as much information as possible about the Event/Breach and a name and contact who will serve as the single point of contact with HHS both on and off business hours. Time frames related to Initial Notice include:

- *within one hour of Discovery of an Event or Breach of Federal Tax Information, Social Security Administration Data, or Medicaid Client Information*
- *within 24 hours of all other types of Confidential Information* **48-hour Formal Notice** must be provided no later than 48 hours after Discovery for protected health information, sensitive personal information or other non-public information and must include applicable information as referenced in Section 4.01 (C) 2. of the DUA.
- **Item #1dii.** Answer yes, if your business has written policies and procedures require you to have and follow a written breach response plan as described in Article 4 Section 4.02 of the DUA.
- **Item #1diii.** Answer "yes", if your business has written policies and procedures require you to notify Reporting Authorities and Individuals whose Confidential Information has been breached as described in Article 4 Section 4.03 of the DUA.
- **Item #1e.** Answer "yes", if your business has written policies and procedures requiring annual training of your entire workforce on matters related to confidentiality, privacy, and security, stressing the importance of promptly reporting any Event or Breach, outlines the process that you will use to require attendance and track completion for employees who failed to complete annual training.
- **Item #1f.** Answer "yes", if your business has written policies and procedures requiring you to allow individuals (clients/ consumers) to access their individual record of Confidential Information, and allow them to amend or correct that information, if applicable.
- **Item #1g.** Answer "yes", if your business has written policies and procedures restricting access to Confidential Information to only persons who have been authorized and trained on how to handle Confidential Information
- **Item #1h.** Answer "yes", if your business has written policies and procedures requiring sanctioning of any subcontractor, employee, trainee, volunteer, or anyone whose work you direct when they have accessed Confidential Information but are not authorized to do so, and that you have a method of proving that you have sanctioned such an individuals. If you are the only employee, you must demonstrate how you will document the noncompliance, update policies and procedures if needed, and seek additional training or education to prevent future occurrences.
- **Item #1i.** Answer "yes", if your business has written policies and procedures requiring you to update your policies within 60 days after you have made changes to how you use or disclose Confidential Information.
- **Item #1j.** Answer "yes" if your business has written policies and procedures requiring you to restrict attempts to take de-identified data and re-identify it or restrict any subcontractor, employee, trainee, volunteer, or anyone whose work you direct, from contacting any individuals for whom you have Confidential Information except to perform obligations under the contract, or with written permission from HHS.
- **Item #1k.** Answer "yes" if your business has written policies and procedures prohibiting you from using, disclosing, creating, maintaining, storing or transmitting Confidential Information outside of the United States.
- **Item #1l.** Answer "yes", if your business has written policies and procedures requiring your business to cooperate with HHS agencies or federal regulatory entities for inspections, audits, or investigations related to compliance with the DUA or applicable law.
- **Item #1m.** Answer "yes" if your business has written policies and procedures requiring your business to use appropriate standards and methods to destroy or dispose of Confidential Information. Policies and procedures should comply with HHS requirements for retention of records and methods of disposal.
- **Item #1n.** Answer "yes" if your business has written policies and procedures prohibiting the publication of the work you created or performed on behalf of HHS pursuant to the DUA, or other Confidential Information, without express prior written approval of the HHS agency.

**The questions below relate to implementation of the Privacy and Security policies and procedures referenced above in Section 1.**

**Item #2.** Answer "yes" if your business has a current training program that meets the requirements specified in the SPI for you, your employees, your subcontractors, your volunteers, your trainees, and any other persons under your direct supervision.

**Item #3.** Answer "yes" if your business has privacy safeguards to protect Confidential Information as described in the SPI.

**Item #4.** Answer "yes" if your business maintains current lists of persons in your workforce, including subcontractors (if applicable), who are authorized to access Confidential Information. If you are the only person with access to Confidential Information, please answer "yes."

**Item #5.** Answer "yes", if your business and subcontractors (if applicable) monitor for and remove from the list of Authorized Users, members of the workforce who are terminated or are no longer authorized to handle Confidential Information. If you are the only one with access to Confidential Information, please answer "yes".

### **SECTION C. SECURITY RISK ANALYSIS AND ASSESSMENT**

**This section is about your electronic systems. If you DO NOT store Confidential Information in electronic systems (e.g., laptop, personal computer, mobile device, database, server, etc.), select the "No Electronic Systems" box and respond "yes" for all questions in this section.**

**Item #1.** Answer "yes" if your business does not "offshore" or use, disclose, create, receive, transmit or maintain Confidential Information outside of the United States. If you are not certain, contact your provider of technology services (application, cloud, data center, network, etc.) and request confirmation that they do not off-shore their data.

**Item #2.** Answer "yes" if your business uses a person or company who is knowledgeable in IT security to maintain or oversee the configurations of your business's computing systems and devices. You may be that person, or you may hire someone who can provide that service for you.

**Item #3.** Answer "yes" if your business monitors and manages access to Confidential Information (i.e., reviews systems to ensure that access is limited to Authorized Users; has formal processes for granting, validating, and reviews the need for remote access to Authorized Users to Confidential Information, etc.). If you are the only employee, answer "yes" if you have implemented a process to periodically evaluate the need for accessing Confidential Information to fulfill your Authorized Purposes.

**Item #4.** Answer "yes" if your business assigns a unique user name and private password to each of your employees, your subcontractors, your volunteers, your trainees and any other persons under your direct control who will use, disclose, create, receive, transmit or maintain Confidential Information.

**Item #5.** Answer "yes" if your business has implemented a system for changing the password a system initially assigns to the user (also known as the default password), and requires users to change their passwords at least every 90 days, and prohibits the creation of weak passwords for all computer systems that access or store Confidential Information (e.g., a strong password has a minimum of 8 characters with a combination of uppercase, lowercase, special characters, and numbers, where possible). If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example:

<http://windows.microsoft.com/en-us/windows/change-password-policy-settings#1TC=windows-7>

**Item #6.** Answer "yes" if your business locks the access after a certain number of failed attempts to login and after 15 minutes of user inactivity on all computing devices that access or store Confidential Information. If your business uses a Microsoft Windows system, refer to the Microsoft website on how to do this, see example:

<http://windows.microsoft.com/en-us/windows/change-password-policy-settings#1TC=windows-7>

**Item #7.** Answer "yes", if your business secures, manages, and encrypts remote access, such as: using Virtual Private Network (VPN) software on your home computer to access Confidential Information that resides on a computer system at a business location or, if you use wireless, ensuring that the wireless is secured using a password code. If you do not access systems remotely or over wireless, answer "yes."

**Item #8.** Answer "yes" if your business updates the computer security settings for all your computers and electronic systems that access or store Confidential Information to prevent hacking or breaches (e.g., non-essential features or services have been removed or disabled to reduce the threat of breach and to limit opportunities for hackers or intruders to access your system). For example, Microsoft's Windows security checklist:

<http://windows.microsoft.com/en-us/windows7/Security-checklist-for-Windows-7>

**Item #9.** Answer "yes" if your business secures physical access to computer, paper, or other systems containing Confidential Information from unauthorized personnel and theft (e.g., door locks, cable locks, laptops are stored in the trunk of the car instead of the passenger area, etc.). If you are the only employee and use these practices for your business, answer "yes."

**Item #10.** Answer "yes" if your business uses encryption products to protect Confidential Information that is transmitted over a public network (e.g., the Internet, WIFI, etc.) or that is stored on a computer system that is physically or electronically accessible to the public (FIPS 140-2 encryption preferred. For more information regarding FIPS 140-2 encryption products, please refer to: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm>).

**Item #11.** Answer "yes" if your business requires employees, volunteers, trainees and other workforce members to sign a document that clearly outlines their responsibilities for protecting Confidential Information and associated systems containing Confidential Information before they can obtain access. If you are the only employee answer "yes" if you have signed or are willing to sign the DUA, acknowledging your adherence to requirements and responsibilities.

**Item #12.** Answer "yes" if your business is willing to perform a criminal background check on employees, subcontractors, volunteers, or trainees who access Confidential Information. If you are the only employee, answer "yes" if you are willing to submit to a background check.

**Item #13.** Answer "yes" if your business stores Confidential Information on encrypted end-user electronic devices (e.g., laptops, USBs, tablets, smartphones, external hard drives, desktops, etc.) and can produce evidence of the encryption, such as, a screen shot or a system report (FIPS 140-2 encryption preferred. For more information regarding FIPS 140-2 encryption products, please refer to: <http://csrc.nist.gov/groups/STM/cmvp/documents/140-1/140val-all.htm>). If you do not utilize end-user electronic devices for storing Confidential Information, answer "yes."

**Item #14.** Answer "yes" if your business prohibits the storage or creation of Confidential Information on free Cloud Services or social media sites if you use such services or sites, and there is an HHS approved subcontractor agreement that includes an encryption requirement with the service or site. If you do not utilize free Cloud Services or media sites for storing Confidential Information, answer "yes."

**Item #15.** Answer "yes" if your business keeps current on security updates/patches (including firmware, software and applications) for computing systems that use, disclose, access, create, transmit, maintain or store Confidential Information. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:

<http://windows.microsoft.com/en-US/windows7/products/features/windows-update>

**Item #16.** Answer "yes" if your business's computing systems that use, disclose, access, create, transmit, maintain or store Confidential Information contain up-to-date anti-malware and antivirus protection. If you use a Microsoft Windows system, refer to the Microsoft website on how to ensure your system is automatically updating, see example:

<http://windows.microsoft.com/en-US/windows7/products/features/windows-update>

**Item #17.** Answer "yes" if your business reviews system security logs on computing systems that access or store Confidential Information for abnormal activity or security concerns on a regular basis. If you use a Microsoft Windows system, refer to the Microsoft website for ensuring your system is logging security events, see example:

<http://windows.microsoft.com/en-us/windows/what-information-event-logs-event-viewer#1TC=windows-7>

**Item #18.** Answer "yes" if your business disposal processes for Confidential Information ensure that Confidential Information is destroyed so that it is unreadable or undecipherable. Simply deleting data or formatting the hard drive is not enough; ensure you use products that perform a secure disk wipe. A [Google search](#) can provide information on what tools can do this.

## ***SECTION D. SIGNATURE AND SUBMISSION***

**Click** on the signature area to digitally sign the document. Select the "Submit by email" button to automatically submit the form as an email attachment. When prompted, choose "Desktop Email Application" and click "OK" to create the email. Alternatively, the form may be manually submitted as an attachment to an email sent to [InfoSecurity@hhsc.state.tx.us](mailto:InfoSecurity@hhsc.state.tx.us).





## HHS Procurement and Contracting Services

## SOLICITATION ADDENDUM

**SOLICITATION ADDENDUM: # 1**  
for  
**SOLICITATION: # 529-16-0094**

Date: 3/31/2016

PCS Purchaser/Contract Administrator: Mahsa Azadi

Phone: 512-406-2410

Fax: 512-406-2688

Date Due: 04/21/2016

Time Due: 2:00 pm

**DESCRIPTION OF THE ADDENDUM:**

This Addendum is issued to reflect the following information, clarification or change:

The addition of the vendor conference presentation.



Microsoft PowerPoint  
97-2003 Presentation

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, **or**;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Authorized Signature: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Michael Sullivan".

Date: \_\_\_\_\_

A handwritten date in black ink, "4/29/16".

Printed or Typed Name of Authorized Signature: Michael SullivanBusiness Entity Name: Community Health Center of Lubbock, Inc.



## HHS Procurement and Contracting Services

## SOLICITATION ADDENDUM

## SOLICITATION ADDENDUM: # 2

for

## SOLICITATION: # 529-16-0094

Date: 4/15/2016	PCS Purchaser/Contract Administrator: Mahsa Azadi Phone: 512-406-2410 Fax: 512-406-2688
-----------------	---

Date Due: 04/27/2016

Time Due: 2:00 pm

**DESCRIPTION OF THE ADDENDUM:**

This Addendum is issued to reflect the following information, clarification or change:

HHSC posts Addendum #2 to revise various sections of the RFP, to publish Vendor Questions and HHSC'S responses, and the Vendor Conference Sign-In sheet as indicated in the following documents.



2016 4 15 HTW RFP  
Amendment -- 4-15-1



HTW Sign In Sheet.PDF



Microsoft Excel  
Worksheet

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, **or**;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Authorized Signature: \_\_\_\_\_

A handwritten signature in black ink, appearing to read "Michael Sullivan".

Date: \_\_\_\_\_

A handwritten date in black ink, "4/28/16".


Printed or Typed Name of Authorized Signature: Michael SullivanBusiness Entity Name: Community Health Center of Lubbock, Inc.



## HHS Procurement and Contracting Services


## SOLICITATION ADDENDUM

**SOLICITATION ADDENDUM: # 3**  
for  
**SOLICITATION: # 529-16-0094**

Date: 4/20/2016	PCS Purchaser/Contract Administrator: Mahsa Azadi Phone: 512-406-2410 Fax: 512-406-2688
<div style="display: flex; justify-content: space-between;"> <span>Date Due: 05/2/2016</span> <span>Time Due: 2:00 pm</span> </div>	
<p><b><u>DESCRIPTION OF THE ADDENDUM:</u></b>          This Addendum is issued to reflect the following information, clarification or change:</p> <p>HHSC posts Addendum #3 (Package 6) to revise Section 1.3, Section 3.7, Section 3.8, Form A and the inclusion of the HHS Information Security and Privacy Initial Inquiry (SPI) Form as indicated in the document attached below.</p> <div style="text-align: center; margin: 20px 0;">               HTW RFP              Amendment #3         </div>	

Failure to acknowledge receipt of this addendum may result in response rejection. Respondents may acknowledge receipt by one of the following methods:

1. Sign and return this addendum to HHSC-PCS with the solicitation response; or
2. Acknowledge receipt of this addendum on face of your response, or;
3. If response has already been submitted by respondent, respondent may acknowledge receipt by signing and faxing the addendum to the fax number above prior to solicitation due date and time:

Authorized Signature:  Date: 4/29/16

Printed or Typed Name of Authorized Signature: Michael Sullivan

Business Entity Name: Community Health Center of Lubbock, Inc.



# **Attachment E – Grantee UTC**

## **VERSION 2.12**

HHSC Uniform Terms and Conditions Version 2.12  
Published and Effective: November 30, 2015  
Responsible Office: Chief Counsel



**Health and Human Services Commission**  
**HHSC Uniform Terms and Conditions - Grant**  
**Version 2.12**

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## ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

### 1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“[Amendment](#)” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“[Attachment](#)” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“[Contract](#)” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“[Deliverable](#)” means a work product prepared, developed, or procured by Grantee as part of the Services under the Contract for the use or benefit of the System Agency or the State of Texas.

“[Effective Date](#)” means the date agreed to by the Parties as the date on which the Contract takes effect.

“[System Agency](#)” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Assistive and Rehabilitative Services, the Department of Family and Protective Services, and the Department of State Health Services.

“[Federal Fiscal Year](#)” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“[GAAP](#)” means Generally Accepted Accounting Principles.

“[GASB](#)” means the Governmental Accounting Standards Board.

“[Grantee](#)” means the Party receiving funds under this Contract, if any.

“[Health and Human Services Commission](#)” or “[HHSC](#)” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“[HUB](#)” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of

such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, and other intangible proprietary information.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

## **1.02 Interpretive Provisions**

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- j. Time is of the essence in this Contract.

## **ARTICLE II PAYMENT METHODS AND RESTRICTIONS**

### **2.01 Payment Methods**

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

### **2.02 Final Billing Submission**

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

### **2.03 Financial Status Reports (FSRs)**

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

### **2.04 Debt to State and Corporate Status**

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

### **2.05 Application of Payment Due**

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

### **2.06 Use of Funds**

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

### **2.07 Use for Match Prohibited**

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

### **2.08 Program Income**

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § \_\_.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and the Contractor's Financial Procedures Manual located at <http://www.dshs.state.tx.us/contracts/cfpm.shtm>. Grantee shall expend Program Income during the Program Attachment term and may not carry forward to any succeeding term. Grantee shall refund program income not expended in the term in which it is earned to the System Agency. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.



## **2.09 Nonsupplanting**

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

## **ARTICLE III. STATE AND FEDERAL FUNDING**

### **3.01 Funding**

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

### **3.02 No debt Against the State**

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

### **3.03 Debt to State**

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

### **3.04 Recapture of Funds**

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

## ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

### 4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

A chart of applicable Federal awarding agency common rules is located through a web link on the System Agency website at <http://www.dshs.state.tx.us/contracts/links.shtm>. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

#### **4.02 Independent Single or Program-Specific Audit**

If Grantee, within Grantee's fiscal year, expends a total amount of at least **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)** in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$500,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Grantee to complete the Single Audit Status Registration Form. If Grantee fails to complete the Single Audit Status Form within thirty (30) calendar days after notification by OIG to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS

#### **4.03 Submission of Audit**

Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Grantee shall submit one copy to the System Agency's Contract Representative identified in the Signature Document and one copy to the OIG at the following address:

Health and Human Services Commission  
Office of Inspector General  
Compliance/Audit, Mail Code 1326  
P.O. Box 85200  
Austin, Texas 78708-5200

Electronic submission to the System Agency should be addressed as indicated in the Signature Document

Electronic submission to HHSC should be addressed as follows:

[Dani.fielding@hhsc.state.tx.us](mailto:Dani.fielding@hhsc.state.tx.us)

If Grantee fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Grantee of an audit report, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract.

## **ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS**

### **5.01 General Affirmations**

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

### **5.02 Federal Assurances**

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

### **5.03 Federal Certifications**

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

## **ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY**

### **6.01 Ownership**

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

### **6.02 Intellectual Property**

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.
- c. As used herein, "Intellectual Property" shall mean: inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and other intellectual property incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

## **ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE**

### **7.01 Books and Records**

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to

determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

## **7.02 Access to records, books, and documents**

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

## **7.03 Response/compliance with audit or inspection findings**

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

## **7.04 SAO Audit**

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO

or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

#### **7.05 Confidentiality**

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

#### **7.06 Public Information Act**

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

### **ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION**

#### **8.01 Contract Management**

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;
- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

#### **8.02 Termination for Convenience**

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

#### **8.03 Termination for Cause**

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

##### **a. Material Breach**

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's

Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

**b. Failure to Maintain Financial Viability**

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

**8.04 Equitable Settlement**

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

**ARTICLE IX MISCELLANEOUS PROVISIONS**

**9.01 Amendment**

The Contract may only be amended by an Amendment executed by both Parties.

**9.02 Insurance**

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

**9.03 Legal Obligations**

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

**9.04 Permitting and Licensure**

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide

the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contactors or subcontractors during performance of this Contract.

#### **9.05 Indemnity**

**TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:**

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**
- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

**GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.**

#### **9.06 Assignments**

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.



## **9.07 Relationship of the Parties**

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Wnsuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

## **9.08 Technical Guidance Letters**

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

## **9.09 Governing Law and Venue**

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

## **9.10 Survivability**

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

## **9.11 Force Majeure**

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

## **9.12 No Waiver of Provisions**

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

## **9.13 Publicity**

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

## **9.14 Prohibition on Non-compete Restrictions**

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

## **9.15 No Waiver of Sovereign Immunity**

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

## **9.16 Entire Contract and Modification**

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any

additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

### **9.17 Counterparts**

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

### **9.18 Proper Authority**

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

### **9.19 Employment Verification**

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

### **9.20 Civil Rights**

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
  1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
  2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
  3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
  4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
  5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
  6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and
  7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: [http://www.hhsc.state.tx.us/about\\_hhsc/civil-rights/brochures-posters.shtml](http://www.hhsc.state.tx.us/about_hhsc/civil-rights/brochures-posters.shtml)
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office  
701 W. 51<sup>st</sup> Street, Mail Code W206  
Austin, Texas 78751  
Phone Toll Free: (888) 388-6332  
Phone: (512) 438-4313  
TTY Toll Free: (877) 432-7232  
Fax: (512) 438-5885.

# **Attachment F – HHSC Special Conditions Version 1.0**



**Health and Human Services Commission  
Special Conditions  
Version 1.0**

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## **HHSC SPECIAL CONDITIONS**

The terms and conditions of these Special Conditions are incorporated into and made a part of the Contract. Capitalized items used in these Special Conditions and not otherwise defined have the meanings assigned to them in HHSC Uniform Terms and Conditions – Vendor, Version 2.12

### **ARTICLE I. SPECIAL DEFINITIONS**

**“Conflict of Interest”** means a set of facts or circumstances, a relationship, or other situation under which Contractor, a Subcontractor, or individual has past, present, or currently planned personal or financial activities or interests that either directly or indirectly: (1) impairs or diminishes the Contractor’s, or Subcontractor’s ability to render impartial or objective assistance or advice to the HHSC; or (2) provides the Contractor or Subcontractor an unfair competitive advantage in future HHSC procurements.

**“Contractor Agents”** means Contractor’s representatives, employees, officers, Subcontractors, as well as their employees, contractors, officers, and agents.

**“Custom Software”** means Software developed as a Deliverable or in connection with the Agreement.

**“Data Use Agreement”** means the agreement incorporated into the Contract to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information.

**“Federal Financial Participation”** is a program that allows states to receive partial reimbursement for activities that meet certain objectives of the federal government. It is also commonly referred to as the Federal Medical Assistance Percentage (FMAP).

**“Item of Noncompliance”** means Contractor’s acts or omissions that: (1) violate a provision of the Contract; (2) fail to ensure adequate performance of the Work; (3) represent a failure of Contractor to be responsive to a request of HHSC relating to the Work under the Contract.

**“Minor Administrative Change”** refers to a change to the Contract that does not increase the fees or term and done in accordance with Section 6.02 of these Special Conditions.

**“Other Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to Contractor; or that Contractor may create, receive, maintain, use, disclose or have access to on behalf of HHSC or through performance of the Work, which is not designated as Confidential Information in the Data Use Agreement.

**“Outside the United States”** means any location that is not within the territorial boundaries comprising the republic of the United States of America, including any of the 48 coterminous states in North America, the states of Alaska and Hawaii, and the District of Columbia.

**“Software”** means all operating system and applications software used or created by Contractor to perform the Work under the Contract.

**“State”** means the State of Texas and, unless otherwise indicated or appropriate, will be interpreted to mean HHSC and other agencies of the State of Texas that may participate in the administration of HHSC

Programs; provided, however, that no provision will be interpreted to include any entity other than HHSC as the contracting agency.

**“Third Party Software”** refers to software programs or plug-ins developed by companies or individuals other than Contractor which are used in performance of the Work. It does not include items which are ancillary to the performance of the Work, such as internal systems of Contractor which were deployed by Contractor prior to the Contract and not procured to perform the Work.

**“Turnover”** means the effort necessary to enable HHSC, or its designee, to effectively close out the Contract and move the Work to another vendor or to perform the Work by itself.

**“Turnover Plan”** means the written plan developed by Contractor, approved by HHSC, and to be employed when the Work described in the Contract transfers to HHSC, or its designee, from the Contractor.

**“VUTC”** means HHSC’s Uniform Terms and Conditions – Vendor, Version 2.12

**“WSD”** means the Work, Services, or Deliverables to be performed or provided under the Contract.

## ARTICLE II. GENERAL PROVISIONS

### 2.01 Controlling Order

Unless otherwise agreed, in the event of any conflict or contradiction between or among the provisions of the Contract, the provisions in the documents will control in the following order:

- a. The Signature Document;
- b. These Special Conditions;
- c. HHSC Uniform Terms and Conditions – Vendor;
- d. The Solicitation and any addendums, corrections, and clarifications; then
- e. Contractor’s Solicitation Response and any agreed to modifications.

### 2.02 Inducements

In awarding the Contract, the HHSC relies on Contractor’s assurances of the following:

- a. Contractor and its Subcontractors are established providers of the WSD described in the Solicitation and required under the Contract;
- b. Contractor and its Subcontractors have the skills, qualifications, expertise, financial resources, and experience necessary to perform the WSD in an efficient, cost-effective manner, with a high degree of quality and responsiveness.
- c. Contractor has performed similar WSD for other public or private entities;
- d. Contractor has thoroughly reviewed, analyzed, and understood the Solicitation, has timely raised all questions or objections to the Solicitation or WSD, and has had the opportunity to review and fully understand HHSC’s current program and operating environment for the activities that are the subject of the Contract and the needs and requirements of the State during the Contract term;
- e. Contractor has had the opportunity to review and understand the State’s stated objectives in entering into the Contract and, based on such review and understanding, Contractor currently has

the capability to perform the WSD in accordance with the terms and conditions of the Contract;  
and

- f. Contractor fully understands the risks associated with public health and human service programs administered by HHSC as described in the Solicitation, including the risk of non-appropriation of funds.

### **2.03 Delegation of Authority**

Whenever, by any provision of the Contract, any right, power, or duty is imposed or conferred on HHSC, the right, power, or duty so imposed or conferred is possessed and exercised by HHSC's Executive Commissioner unless such is delegated to duly appointed agents or employees of HHSC. HHSC's Executive Commissioner will reduce any delegation of authority to writing and provide a copy to Contractor on request. The authority delegated to Contractor by HHSC is limited to the terms of the Contract. Contractor may not rely upon implied authority and is not delegated authority under the Contract to:

- a. Make public policy;
- b. Promulgate, amend, or disregard administrative regulations or program policy decisions made by State and federal agencies responsible for administration of HHSC Programs; or
- c. Unilaterally communicate or negotiate with any federal or state agency or the Texas Legislature on behalf of the HHSC regarding HHSC Programs or the Contract. However, upon request and reasonable notice to the Contractor, Contractor will assist HHSC in communications and negotiations regarding the WSD under the Contract with state and federal governments.

### **2.04 Other System Agencies Participation in the Contract**

In addition to providing the WSD specified for HHSC, Contractor agrees to allow other System Agencies the option to participate in the Contract under the same terms and conditions. Each System Agency that elects to obtain WSD under this section will issue a purchase or work order to Contractor, referring to, and incorporating by reference, the terms and conditions specified in the Contract.

System Agencies have no authority to modify the terms of the Contract. However, additional System Agency terms and conditions that do not conflict with the Contract, and are acceptable to the Contractor, may be added in a purchase or work order and given effect. No additional term or condition added in a purchase or work order issued by a System Agency can conflict with or diminish a term or condition of the Contract. In the event of a conflict between a System Agency's purchase or work order and the Contract, the Contract terms control.

### **2.05 Most Favored Customer**

Contractor agrees that if during the term of the Contract, Contractor enters into any agreement with any other governmental customer, or any non-affiliated commercial customer by which it agrees to provide equivalent services at lower prices, or additional services at comparable prices, Contractor will notify HHSC within (10) business days from the date Contractor executes any such agreement. Contractor agrees, at HHSC's option, to amend the Contract to accord equivalent advantage to HHSC.

## **2.06 Assumption After Assignment**

As authorized in the VUTC, each party to whom an assignment is made must assume all or any part of Contractor's interests in the Contract, the WSD, and any documents executed with respect to the Contract, including, without limitation, the assignor's obligation for all or any portion of the purchase payments, in whole or in part.

## **2.07 Cooperation with HHSC Vendors**

At HHSC's request, Contractor will allow parties interested in responding to other HHSC solicitations to have reasonable access during normal business hours to the WSD, software, systems documentation, and site visits to the Contractor's facilities. Contractor may elect to have such parties inspecting the WSD, facilities, software or systems documentation to agree to use the information so obtained only in the State of Texas and only for the purpose of responding to the relevant HHSC solicitation.

## **2.08 Renegotiation and Reprocurement Rights**

Notwithstanding anything in the Contract to the contrary, HHSC may at any time during the term of the Contract exercise the option to notify Contractor that HHSC has elected to renegotiate certain terms of the Contract. Upon Contractor's receipt of any notice under this section, Contractor and HHSC will undertake good faith negotiations of the subject terms of the Contract.

HHSC may at any time issue solicitation instruments to other potential contractors for performance of any portion of the WSD covered by the Contract, including services similar or comparable to the WSD, performed by Contractor under the Contract. If HHSC elects to procure the WSD, or any portion thereof, from another vendor in accordance with this section, HHSC will have the termination rights set forth in the VUTC.

## **2.09 Solicitation Errors**

Contractor will not take advantage of any errors or omissions in the Solicitation or the resulting Contract. Contractor must promptly notify HHSC of any errors or omissions that are discovered. Failure to notify HHSC of any errors will constitute a waiver of those errors.

# **ARTICLE III. PROHIBITION AGAINST PERFORMANCE OUTSIDE OF THE UNITED STATES**

## **3.01 Authority**

HHSC is responsible for the development and implementation of Software and hardware to support HHSC programs, which are paid for in whole or in part with State and federal funds. Accordingly, such Software and hardware may be subject to statutory restrictions on the export of technology to foreign nations, including but not limited to the Export Administration Regulations contained in 15 C.F.R. Parts 730-774.

## **3.02 Prohibition**

Contractor agrees that, unless specifically authorized in writing by HHSC:

- (1) All WSD under this Contract, including that of Subcontracts, will be performed exclusively within the United States. This obligation includes, but is not limited to, information technology services, processing, transmission, storage, archiving, data center services, disaster recovery sites and services, customer support, medical, dental, laboratory and clinical services, services related to Custom Software, and all modifications of Custom Software, Third Party Software, or vendor proprietary software;
- (2) All information obtained by Contractor or a Subcontractor under this Contract shall be maintained within the United States; and shall not leave the United States by any means (physical or electronic) at any time; and
- (3) Contractor shall not permit any person or entity at a location Outside The United States to have remote access to any of the WSD under the Contract without HHSC's written approval.

### **3.03 Exception**

The prohibition against WSD Outside the United States does not preclude the acquisition or use of commercial off-the-shelf (COTS) software that is developed Outside the United States or hardware that is generically configured Outside the United States. The prohibition against WSD Outside the United States does not preclude Contractor from acquiring or using products or supplies that are manufactured Outside the United States, provided such products or supplies are commercially available within the United States for acquisition.

### **3.04 Remedy**

Contractor's violation of this section will constitute a material breach of the Contract. Contractor will be liable to HHSC for all damages in accordance with the Contract.

## **ARTICLE IV. CONTRACTOR PERSONNEL AND SUBCONTRACTORS**

### **4.01 Qualifications**

Contractor agrees to maintain the organizational and administrative capacity and capabilities proposed in its response to the Solicitation, as modified, to carry out all duties and responsibilities under the Contract. Contractor Agents assigned to perform the duties and responsibilities under the Contract must be and remain properly trained and qualified for the functions they are to perform. Notwithstanding the transfer or turnover of personnel, Contractor remains obligated to perform all duties and responsibilities under the Contract without degradation and in strict accordance with the terms of the Contract.

### **4.02 Conduct and Removal**

While performing the WSD under the Contract, Contractor Agents must comply with applicable Contract terms, State and federal rules, regulations, HHSC's policies, and HHSC's requests regarding personal and professional conduct; and otherwise conduct themselves in a businesslike and professional manner.

If HHSC determines in good faith that a particular Contractor Agent is not conducting himself or herself in accordance with the terms of the Contract, HHSC may provide Contractor with notice and documentation regarding its concerns. Upon receipt of such notice, Contractor must promptly investigate the matter and, at HHSC's election, take appropriate action that may include removing the Contractor Agent from

performing any WSD under the Contract and replacing the Contractor Agent with a similarly qualified individual acceptable to HHSC as soon as reasonably practicable or as otherwise agreed to by HHSC.

#### **4.03 No Authority**

Contractor Agents are not employees of HHSC or the State of Texas and are considered Contractor's employees for all purposes. Except as provided in the Contract, neither Contractor nor any of Contractor Agents may act in any sense as agents or representatives of HHSC or the State of Texas.

#### **4.04 E-Verify**

By entering into this Contract, Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to WSD within the State of Texas, during the term of the Contract; and
- (2) All Contractor Agents assigned by Contractor to perform WSD pursuant to the Contract, within the United States of America.

#### **4.05 Subcontractors Not Identified in the Solicitation Response**

Prior to entering into a Subcontract, Contractor must identify any Subcontractor that is a newly-formed subsidiary or entity, whether or not an affiliate of Contractor, substantiate the proposed Subcontractor's ability to perform the subcontracted WSD, and certify to HHSC that no loss of WSD will occur as a result of the performance of such Subcontractor.

At HHSC's request, prior to executing a Subcontract with a value greater than \$100,000.00, Contractor must submit a copy of the Subcontract to HHSC for review and approval. HHSC reserves the right to:

- (1) Reject the Subcontract or require changes to any provisions that do not comply with the requirements, duties, or responsibilities of the Contract or that create significant barriers for HHSC to monitor compliance with the Contract;
- (2) Object to the selection of the Subcontractor; or
- (3) Object to the subcontracting of the WSD proposed to be subcontracted.

### **ARTICLE V. PERFORMANCE**

#### **5.01 Measurement**

Satisfactory performance of the Contract, unless otherwise specified in the Contract, will be measured by:

- (1) Compliance with Contract requirements, including all representations and warranties;
- (2) Compliance with the WSD requested in the Solicitation and WSD proposed by Contractor in its response to the Solicitation and approved by HHSC;
- (3) Delivery of WSD in accordance with the service levels proposed by Contractor in the Solicitation Response as accepted by HHSC;
- (4) Results of audits, inspections, or quality checks performed by the HHSC or its designee;

- (5) Timeliness, completeness, and accuracy of WSD; and
- (6) Achievement of specific performance measures and incentives as applicable.

## **ARTICLE VI. AMENDMENTS AND MODIFICATIONS**

### **6.01 Formal Procedure**

No different or additional WSD or contractual obligations will be authorized or performed unless contemplated within the Scope of Work and memorialized in an amendment or modification of the Contract that is executed in compliance with this Article. No waiver of any term, covenant, or condition of the Contract will be valid unless executed in compliance with this Article. Contractor will not be entitled to payment for WSD that is not authorized by a properly executed Contract amendment or modification, or through the express written authorization of HHSC.

Any changes to the Contract that results in a change to either the term, fees, or significantly impacting the obligations of the parties to the Contract must be effectuated by a formal Amendment to the Contract. Such Amendment must be signed by the appropriate and duly authorized representative of each party in order to have any effect.

### **6.02 Minor Administrative Changes**

HHSC's designee, referred to as the Contract Manager, Project Sponsor, or other equivalent, in the Contract, is authorized to provide written approval of mutually agreed upon Minor Administrative Changes to the WSD or the Contract that do not increase the fees or term. Changes that increase the fees or term must be accomplished through the formal amendment procedure, as set forth in Section 6.01 of these Special Conditions. Upon approval of a Minor Administrative Change, HHSC and Contractor will maintain written notice that the change has been accepted in their Contract files.

### **6.03 Technical Guidance Letters**

Notwithstanding anything to the contrary in the Contract, Technical Guidance Letters ("TGL") as provided by the VUTC will not act as an Amendment or modification to the Contract to the extent such affect price or term of the Contract. Such TGLs are interpretive and instructional only and are not authorized to extend the term, modify the fees or other payment arrangements, increase the Contract total value, or materially change the substance of the WSD.

## **ARTICLE VII. AUDITS AND RECORDS**

### **7.01 Record Retention**

Contractor will comply with the records retention schedule approved by the Texas State Library and Archives Commission, unless a longer period is specified in the Contract. Contractor acknowledges that such schedule may be amended or modified from time to time and agrees to give any such modification or amendment full effect. The current approved schedule is published at <https://www.tsl.texas.gov/sites/default/files/public/tslac/slrn/state/schedules/529.PDF>. It is Contractor's

responsibility to monitor the Texas State Library and Archives Commission's approval of HHSC's record retention schedules.

## **7.02 Access and Accommodation**

In providing the access required by the VUTC for records and audits, Contractor will provide access to records, books, and documents in reasonable comfort and will provide any furnishings, equipment, or other conveniences necessary to enable complete and unfettered access to records, books, and documents to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities. Contractor will require Contractor Agents to provide comparable accommodations. Upon request, Contractor will provide copies of records, books, and documents free of charge to HHSC and any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including those the entities described in the VUTC.

The access and accommodations set forth in this section will also be provided for Software and equipment used in the performance of the WSD. Contractor will provide reasonable assistance that this section requires to auditors and/or inspectors to complete any audits or inspections related to the WSD.

Contractor will include this section concerning the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

## **7.03 Response to Audits or Inspection Findings**

Contractor will take all action to ensure it, or a Contractor Agent, complies with any finding of noncompliance relating to the WSD or any other deficiency contained in any audit, review, or inspection conducted under the Contract. Contractor will bear the expense of compliance with any finding of noncompliance under the Contract that is:

- (1) Required by a Texas or federal law, regulation, rule or other audit requirement relating to Contractor's business;
- (2) Performed by Contractor as part of the WSD; or
- (3) Necessary due to Contractor's noncompliance with any law, regulation, rule or audit requirement imposed on Contractor.

# **ARTICLE VIII. PAYMENT**

## **8.01 Duty to Make Payment**

HHSC will be relieved of its obligation to make any payments to Contractor until such time as any and all set-off amounts have been credited to HHSC. If HHSC disputes payment of all or any portion of an invoice from Contractor, HHSC will notify the Contractor of the dispute and both Parties will attempt in good faith to resolve the dispute in accordance with these Special Conditions. HHSC will not be required to pay any disputed portion of a Contractor invoice unless, and until, the dispute is resolved. Notwithstanding any such dispute, Contractor will continue to perform the WSD in compliance with the terms of the Contract pending resolution of such dispute so long as all undisputed amounts continue to be paid to Contractor.



## **ARTICLE IX. CONFIDENTIALITY**

### **9.01 Requests for Public Information**

HHSC will, as permitted by law and as practicable considering HHSC's resources, notify Contractor of a request for disclosure of public information related to the Contract filed in accordance with the Texas Public Information Act, Texas Government Code Chapter 552 ("PIA"). In the event Contractor believes the requested information should be protected under the PIA, Contractor will comply with PIA requirements pertaining to that information and will provide HHSC with copies of all such documentation required to support its request for nondisclosure. Contractor must make public information not otherwise excepted from disclosure under the PIA available to HHSC at no additional charge to HHSC.

To the extent authorized under the PIA, HHSC will safeguard from disclosure information received from Contractor that Contractor believes to be confidential. Contractor must clearly mark each page of such information as "Contractor Confidential Information" and provide written notice to HHSC that it considers the information confidential in accordance with the PIA. Contractor's designation or marking of information in this manner does not act, and should not be construed, as an agreement or other consent by HHSC that such information is actually confidential pursuant to the PIA.

### **9.02 Consultant Disclosure**

Contractor agrees that any consultant reports received by HHSC in connection with the Contract may be distributed by HHSC, in its discretion, to any other state agency and the Texas legislature. Any distribution may include posting on HHSC's website or the website of a standing committee of the Texas Legislature.

### **9.03 Other Confidential Information**

HHSC prohibits the unauthorized disclosure of Other Confidential Information. Contractor and all Contractor Agents will not disclose or use any Other Confidential Information in any manner except as is necessary for the WSD or the proper discharge of obligations and securing of rights under the Contract. Contractor will have a system in effect to protect Other Confidential Information. Any disclosure or transfer of Other Confidential Information by Contractor, including information requested to do so by HHSC, will be in accordance with the Contract. If Contractor receives a request for Other Confidential Information, Contractor will immediately notify HHSC of the request, and will make reasonable efforts to protect the Other Confidential Information from disclosure until further instructed by the HHSC.

Contractor will notify HHSC promptly of any unauthorized possession, use, knowledge, or attempt thereof, of any Other Confidential Information by any person or entity that may become known to Contractor. Contractor will furnish to HHSC all known details of the unauthorized possession, use, or knowledge, or attempt thereof, and use reasonable efforts to assist HHSC in investigating or preventing the reoccurrence of any unauthorized possession, use, or knowledge, or attempt thereof, of Other Confidential Information.

HHSC will have the right to recover from Contractor all damages and liabilities caused by or arising from Contractor or Contractor Agents' failure to protect HHSC's Confidential Information as required by this section.

**IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS HHSC FROM ALL DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES**

**AND COSTS) CAUSED BY OR ARISING FROM CONTRACTOR OR CONTRACTOR AGENTS FAILURE TO PROTECT OTHER CONFIDENTIAL INFORMATION. CONTRACTOR WILL FULFILL THIS PROVISION WITH COUNSEL APPROVED BY HHSC.**

## **ARTICLE X. DISPUTES AND REMEDIES**

### **10.01 Agreement of the Parties**

The Parties agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any dispute under the Contract before resorting to formal dispute resolution processes otherwise provided in the Contract. The Parties will use all reasonable and informal means of resolving disputes prior to invoking a remedy provided elsewhere in the Contract, unless HHSC immediately terminates the Contract in accordance with the terms and conditions of the Contract.

Any dispute, that in the judgment of any Party to the Agreement, may materially affect the performance of any Party will be reduced to writing and delivered to the other Party within 10 business days after the dispute arises. The Parties must then negotiate in good faith and use every reasonable effort to resolve the dispute at the managerial or executive levels prior to initiating formal proceedings pursuant to the VUTC and Texas Government Code §2260, unless a Party has reasonably determined that a negotiated resolution is not possible and has so notified the other Party. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within 10 business days of such resolution.

### **10.02 Operational Remedies**

The remedies described in this section may be used or pursued by HHSC in the context of the routine operation of the Contract and are directed to Contractor's timely and responsive performance of the WSD as well as the creation of a flexible and responsive relationship between the Parties. Contractor agrees that HHSC may pursue operational remedies for Items of Noncompliance with the Contract. At any time, and at its sole discretion, HHSC may impose or pursue one or more said remedies for each Item of Noncompliance. HHSC will determine operational remedies on a case-by-case basis which include, but are not, limited to:

- 1) Requesting a detailed Corrective Action Plan, subject to HHSC approval, to correct and resolve a deficiency or breach of the Contract;
- 2) Require additional or different corrective action(s) of HHSC's choice;
- 3) Suspension of all or part of the Contract or WSD;
- 4) Prohibit Contractor from incurring additional obligations under the Contract;
- 5) Issue stop Work Orders;
- 6) Assessment of liquidated damages as provided in the Contract;
- 7) Accelerated or additional monitoring;
- 8) Withholding of payments; and
- 9) Additional and more detailed programmatic and financial reporting.

HHSC's pursuit or non-pursuit of an operational remedy does not constitute a waiver of any other remedy that HHSC may have at law or equity; excuse Contractor's prior substandard performance, relieve

Contractor of its duty to comply with performance standards, or prohibit HHSC from assessing additional operational remedies or pursuing other appropriate remedies for continued substandard performance.

HHSC will provide notice to Contractor of the imposition of an operational remedy in accordance with this section, with the exception of accelerated monitoring, which may be unannounced. HHSC may require Contractor to file a written response as part of the operational remedy approach.

### **10.03 Equitable Remedies**

Contractor acknowledges that if, Contractor breaches, attempts, or threatens to breach, any obligation under the Contract, the State will be irreparably harmed. In such a circumstance, the State may proceed directly to court notwithstanding any other provision of the Contract. If a court of competent jurisdiction finds that Contractor breached, attempted, or threatened to breach any such obligations, Contractor will not oppose the entry of an order compelling performance by Contractor and restraining it from any further breaches, attempts, or threats of breach without a further finding of irreparable injury or other conditions to injunctive relief.

### **10.04 Continuing Duty to Perform**

Neither the occurrence of an event constituting an alleged breach of contract, the pending status of any claim for breach of contract, nor the application of an operational remedy, is grounds for the suspension of performance, in whole or in part, by Contractor of the WSD or any duty or obligation with respect to the Contract.

## **ARTICLE XI. DAMAGES**

### **11.01 Availability and Assessment**

HHSC will be entitled to actual, direct, indirect, incidental, special, and consequential damages resulting from Contractor's failure to comply with any of the terms of the Contract. In some cases, the actual damage to HHSC as a result of Contractor's failure to meet the responsibilities or performance standards of the Contract are difficult or impossible to determine with precise accuracy. Therefore, if provided in the Contract, liquidated damages may be assessed against Contractor for failure to meet any aspect of the WSD or responsibilities of the Contractor. HHSC may elect to collect liquidated damages:

- 1) Through direct assessment and demand for payment to Contractor; or
- 2) By deducting the amounts assessed as liquidated damages against payments owed to Contractor for Work performed. In its sole discretion, HHSC may deduct amounts assessed as liquidated damages as a single lump sum payment or as multiple payments until the full amount payable by the Contractor is received by the HHSC.

### **11.02 Specific Items of Liability**

Contractor bears all risk of loss or damage due to defects in the WSD, unfitness or obsolescence of the WSD, or the negligence or intentional misconduct of Contractor or Contractor Agents. Contractor will ship all equipment and Software purchased and Third Party Software licensed under the Contract, freight prepaid, FOB HHSC's destination. The method of shipment will be consistent with the nature of the items shipped and applicable hazards of transportation to such items. Regardless of FOB point, Contractor bears

all risks of loss, damage, or destruction of the WSD, in whole or in part, under the Contract that occurs prior to acceptance by HHSC. After acceptance by HHSC, the risk of loss or damage will be borne by HHSC; however, Contractor remains liable for loss or damage attributable to Contractor's fault or negligence.

Contractor will protect HHSC's real and personal property from damage arising from Contractor or Contractor Agents performance of the Contract, and Contractor will be responsible for any loss, destruction, or damage to HHSC's property that results from or is caused by Contractor or Contractor Agents' negligent or wrongful acts or omissions. Upon the loss of, destruction of, or damage to any property of HHSC, Contractor will notify HHSC thereof and, subject to direction from HHSC or its designee, will take all reasonable steps to protect that property from further damage. Contractor agrees, and will require Contractor Agents, to observe safety measures and proper operating procedures at HHSC sites at all times. Contractor will immediately report to the HHSC any special defect or an unsafe condition it encounters or otherwise learns about.

**IN COORDINATION WITH THE INDEMNITY PROVISIONS CONTAINED IN THE VUTC, CONTRACTOR WILL BE SOLELY RESPONSIBLE FOR ALL COSTS INCURRED THAT ARE ASSOCIATED WITH INDEMNIFYING THE STATE OF TEXAS OR HHSC WITH RESPECT TO INTELLECTUAL, REAL AND PERSONAL PROPERTY. ADDITIONALLY, HHSC RESERVES THE RIGHT TO APPROVE COUNSEL SELECTED BY CONTRACTOR TO DEFEND HHSC OR THE STATE OF TEXAS AS REQUIRED UNDER THIS SECTION.**

## ARTICLE XII. **TURNOVER**

### 12.01 **Turnover Plan**

HHSC may require Contractor to develop a Turnover Plan at any time during the term of the Contract in HHSC's sole discretion. Contractor must submit the Turnover Plan to HHSC for review and approval. The Turnover Plan must describes Contractor's policies and procedures that will ensure:

- 1) The least disruption in the delivery the WSD during Turnover to HHSC or its designee; and
- 2) Full cooperation with HHSC or its designee in transferring the WSD and the obligations of the Contract.

### 12.02 **Turnover Assistance**

Contractor will provide any assistance and actions reasonably necessary to enable HHSC or its designee to effectively close out the Contract and transfer the WSD and the obligations of the Contract to another vendor or to perform the WSD by itself. Contractor agrees that this obligation survives the termination, regardless of whether for cause or convenience, or the expiration of the Contract and remains in effect until completed to the satisfaction of HHSC.

## **ARTICLE XIII. ADDITIONAL LICENSE AND OWNERSHIP PROVISIONS**

### **13.01 HHSC Additional Rights**

HHSC will have ownership and unlimited rights to use, disclose, duplicate, or publish all information and data developed, derived, documented, or furnished by Contractor under or resulting from the Contract. Such data will include all results, technical information, and materials developed for or obtained by HHSC from Contractor in the performance of the WSD. If applicable, Contractor will reproduce and include HHSC's copyright, proprietary notice, or any product identifications provided by Contractor.

### **13.02 Third Party Software**

Contractor grants HHSC a non-exclusive, perpetual, license for HHSC to use Third Party Software and its associated documentation for its internal business purposes. HHSC will be entitled to use Third Party Software on the equipment or any replacement equipment used by HHSC, and with any replacement Third Party Software chosen by HHSC, without additional expense.

Terms in any licenses for Third Party Software will be consistent with the requirements of this section. Prior to utilizing any Third Party Software product not identified in the Solicitation Response, Contractor will provide HHSC copies of the license agreement from the licensor of the Third Party Software to allow HHSC to, in its discretion, object to the license agreement that must, at a minimum, provide HHSC with necessary rights consistent with the short and long-term goals of the Contract. Contractor will assign to HHSC all licenses for the Third Party Software as necessary to carry out the intent of this section.

Contractor will, during the Contract, maintain any and all Third Party Software at their most current version or no more than one version back from the most current version. However, Contractor will not maintain any Third Party Software versions, including one version back, if notified by HHSC that any such version would prevent HHSC from using any functions, in whole or in part, of HHSC systems or would cause deficiencies in HHSC systems.

### **13.03 Software and Ownership Rights.**

In accordance with 45 C.F.R. Part 95.617, all appropriate federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for government purposes all WSD, materials, Custom Software and modifications thereof, source code, associated documentation designed, developed, or installed with Federal Financial Participation under the Contract, including but not limited to those materials covered by copyright.

## **ARTICLE XIV. MISCELLANEOUS PROVISIONS**

### **14.01 Ability to Perform**

In conjunction with the Permitting and Licensure requirements contained in the VUTC, Contractor must remain in good standing with all regulatory agencies throughout the term of the Contract. Failure to remain in good standing with all regulatory agencies constitutes a material breach of Contract. Contractor must maintain the financial resources to fund the capital expenditures required under the Contract without advances by HHSC or assignment of any payments by the HHSC to a financing source.

#### **14.02 Continuing Duty to Disclose**

Contractor acknowledges its continuing obligation to comply with the requirements of any affirmation or certification contained in the Contract, and will immediately notify HHSC of any changes in circumstances affecting those certifications.

#### **14.03 Conflicts of Interest**

Contractor warrants to the best of its knowledge and belief, except to the extent already disclosed to HHSC, there are no facts or circumstances that could give rise to a Conflict of Interest and further that Contractor or Contractor Agents have no interest and will not acquire any direct or indirect interest that would conflict in any manner or degree with their performance under the Contract. Contractor will, and require Contractor Agents, to establish safeguards to prohibit Contract Agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational Conflict of Interest, or for personal gain. Contractor and Contractor Agents will operate with complete independence and objectivity without actual, potential or apparent Conflict of Interest with respect to the activities conducted under the Contract.

Contractor agrees that, if after Contractor's execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to HHSC. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its discovery by Contractor or by HHSC as a potential conflict. HHSC reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by HHSC's decision.

If HHSC determines that Contractor was aware of a Conflict of Interest and did not disclose the conflict to HHSC, such nondisclosure will be considered a material breach of the Contract. Furthermore, such breach may be submitted to the Office of the Attorney General, Texas Ethics Commission, or appropriate State or federal law enforcement officials for further action.

#### **14.04 Flow Down Provisions**

Contractor must include any applicable provisions of the Contract in all subcontracts based on the scope and magnitude of work to be performed by such Subcontractor. Any necessary terms will be modified appropriately to preserve the State's rights under the Contract.

#### **14.05 Recruitment Prohibition**

Contractor will not retain, without HHSC written consent, any person or entity utilized by HHSC in the development of the Solicitation or who participated in the selection of the Contractor for the Contract. Contractor will not recruit or employ any HHSC personnel who have worked on projects relating to the subject matter of the Contract, or who have had any influence on decisions affecting the subject matter of the Contract, for two (2) years following the completion of the Contract.

#### **14.06 Manufacturer's Warranties**

Contractor assigns to HHSC all of the manufacturers' warranties and indemnities relating to the WSD, including without limitation, Third Party Software, to the extent Contractor is permitted by the manufacturers to make such assignments to HHSC.

#### **14.07 Cooperation with HHSC Designees**

Contractor will cooperate with and work with State and federal agencies, other State contractors, subcontractors and third-party representatives as required by the WSD or requested by HHSC. Contractor personnel will cooperate at no charge to HHSC for purposes relating to the WSD. This cooperation specifically includes, but is not limited to:

- (1) The investigation and prosecution of fraud, abuse, and waste in the HHSC programs;
- (2) Audit, inspection, or other investigative purposes; and
- (3) Testimony in judicial or quasi-judicial proceedings relating to the Contract or other delivery of information requested by the HHSC or other agencies' investigators or legal staff.

#### **14.08 Notice of Litigation or Contract Action**

Contractor will notify HHSC of any litigation or legal matter related to or affecting the Contract within seven calendar days of becoming aware of the litigation or legal matter. Contractor will also notify HHSC if Contractor has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within seven calendar days of such event. The notification required under this section will contain information sufficient for HHSC to independently confirm the action and to take appropriate actions.

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# **Attachment G – State Assurances**



## State Assurances

(a) Scope. In addition to federal requirements, state law requires a number of assurances from applicants for federal pass-through or other state-appropriated funds.

(1) A subgrantee must comply with Texas Government Code, Chapter 551, Vernon's 1994, which requires all regular, special or called meeting of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

(2) No health and human services agency or public safety or law enforcement agency may contract with or issue a license, certificate or permit to the owner, operator or administrator of a facility if the license, permit or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.

(3) When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and local subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

(4) A subgrantee must comply with the Texas Family Code, Section 261.101 which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Family and Protective Services. Subgrantees shall also ensure that all program personnel are properly trained and aware of this requirement.

(5) Subgrantees will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protections Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA. (EO 11738).

(6) The applicant must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

(7) Subgrantees must adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

# **Attachment H – Federal Assurances**

## ASSURANCES - NON-CONSTRUCTION PROGRAMS

**Note:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standard or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to non- discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to

all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetland pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance. 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

# **Attachment I – DUA**

**DATA USE AGREEMENT  
BETWEEN THE  
TEXAS HEALTH AND HUMAN SERVICES ENTERPRISE  
AND  
\_\_\_\_\_ (“CONTRACTOR”)**

This Data Use Agreement (“DUA”), effective as of the Base Contract (“Effective Date”), is entered into by and between the Texas Health and Human Services Enterprise agency \_\_\_\_\_ (“HHS”) and \_\_\_\_\_ (“CONTRACTOR”), and incorporated into the terms of HHS Contract No. 529-16-0132-00007 in Travis County, Texas (the “Base Contract”).

**ARTICLE 1. PURPOSE; APPLICABILITY; ORDER OF PRECEDENCE**

The purpose of this DUA is to facilitate creation, receipt, maintenance, use, disclosure or access to Confidential Information with CONTRACTOR, and describe CONTRACTOR’s rights and obligations with respect to the Confidential Information and the limited purposes for which the CONTRACTOR may create, receive, maintain, use, disclose or have access to Confidential Information. **45 CFR 164.504(e)(1)-(3)** This DUA also describes HHS’s remedies in the event of CONTRACTOR’s noncompliance with its obligations under this DUA. This DUA applies to both Business Associates and contractors who are not Business Associates who create, receive, maintain, use, disclose or have access to Confidential Information on behalf of HHS, its programs or clients as described in the Base Contract.

As of the Effective Date of this DUA, if any provision of the Base Contract, including any General Provisions or Uniform Terms and Conditions, conflicts with this DUA, this DUA controls.

**ARTICLE 2. DEFINITIONS**

For the purposes of this DUA, **capitalized, underlined terms have the meanings set forth in the following:** Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (42 U.S.C. §1320d, *et seq.*) and regulations thereunder in 45 CFR Parts 160 and 164, including all amendments, regulations and guidance issued thereafter; The Social Security Act, including Section 1137 (42 U.S.C. §§ 1320b-7), Title XVI of the Act; The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a and regulations and guidance thereunder; Internal Revenue Code, Title 26 of the United States Code and regulations and publications adopted under that code, including IRS Publication 1075; OMB Memorandum 07-18; Texas Business and Commerce Code Ch. 521; Texas Government Code, Ch. 552, and Texas Government Code §2054.1125. In addition, the following terms in this DUA are defined as follows:

“**Authorized Purpose**” means the specific purpose or purposes described in the Scope of Work of the Base Contract for CONTRACTOR to fulfill its obligations under the Base Contract, or any other purpose expressly authorized by HHS in writing in advance.

“**Authorized User**” means a Person:

- (1) Who is authorized to create, receive, maintain, have access to, process, view, handle, examine, interpret, or analyze Confidential Information pursuant to this DUA;
- (2) For whom CONTRACTOR warrants and represents has a demonstrable need to create, receive, maintain, use, disclose or have access to the Confidential Information; and
- (3) Who has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information as required by this DUA.

**“Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to CONTRACTOR or that CONTRACTOR may create, receive, maintain, use, disclose or have access to on behalf of HHS that consists of or includes any or all of the following:

- (1) Client Information;
- (2) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information;
- (3) Sensitive Personal Information defined by Texas Business and Commerce Code Ch. 521;
- (4) Federal Tax Information;
- (5) Personally Identifiable Information;
- (6) Social Security Administration Data, including, without limitation, Medicaid information;
- (7) All privileged work product;
- (8) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

**“Legally Authorized Representative”** of the Individual, as defined by Texas law, including as provided in 45 CFR 435.923 (Medicaid); 45 CFR 164.502(g)(1) (HIPAA); Tex. Occ. Code § 151.002(6); Tex. H. & S. Code §166.164; Estates Code Ch. 752 and Texas Prob. Code § 3.

### **ARTICLE 3. CONTRACTOR'S DUTIES REGARDING CONFIDENTIAL INFORMATION**

#### **Section 3.01    *Obligations of CONTRACTOR***

CONTRACTOR agrees that:

(A) CONTRACTOR will exercise reasonable care and no less than the same degree of care CONTRACTOR uses to protect its own confidential, proprietary and trade secret information to prevent any portion of the Confidential Information from being used in a manner that is not expressly an Authorized Purpose under this DUA or as Required by Law. **45 CFR 164.502(b)(1); 45 CFR 164.514(d)**

(B) CONTRACTOR will not, without HHS's prior written consent, disclose or allow access to any portion of the Confidential Information to any Person or other entity, other than Authorized User's Workforce or Subcontractors of CONTRACTOR who have completed training in confidentiality, privacy, security and the importance of promptly reporting any Event or Breach to CONTRACTOR's management, to carry out the Authorized Purpose or as Required by Law.

HHS, at its election, may assist CONTRACTOR in training and education on specific or unique HHS processes, systems and/or requirements. CONTRACTOR will produce evidence of completed training to HHS upon request. **45 C.F.R. 164.308(a)(5)(i); Texas Health & Safety Code §181.101**

(C) CONTRACTOR will establish, implement and maintain appropriate sanctions against any member of its Workforce or Subcontractor who fails to comply with this DUA, the Base Contract or applicable law. CONTRACTOR will maintain evidence of sanctions and produce it to HHS upon request. **45 C.F.R. 164.308(a)(1)(ii)(C); 164.530(e); 164.410(b); 164.530(b)(1)**

(D) CONTRACTOR will not, without prior written approval of HHS, disclose or provide access to any Confidential Information on the basis that such act is Required by Law without notifying HHS so that HHS may have the opportunity to object to the disclosure or access and seek appropriate

relief. If HHS objects to such disclosure or access, CONTRACTOR will refrain from disclosing or providing access to the Confidential Information until HHS has exhausted all alternatives for relief. **45 CFR 164.504(e)(2)(ii)(A)**

(E) CONTRACTOR will not attempt to re-identify or further identify Confidential Information or De-identified Information, or attempt to contact any Individuals whose records are contained in the Confidential Information, except for an Authorized Purpose, without express written authorization from HHS or as expressly permitted by the Base Contract. **45 CFR 164.502(d)(2)(i) and (ii)** CONTRACTOR will not engage in prohibited marketing or sale of Confidential Information. **45 CFR 164.501, 164.508(a)(3) and (4); Texas Health & Safety Code Ch. 181.002**

(F) CONTRACTOR will not permit, or enter into any agreement with a Subcontractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of CONTRACTOR without requiring that Subcontractor first execute the Form Subcontractor Agreement, Attachment 1, which ensures that the Subcontractor will comply with the identical terms, conditions, safeguards and restrictions as contained in this DUA for PHI and any other relevant Confidential Information and which permits more strict limitations; and **45 CFR 164.502(e)(1)(1)(ii); 164.504(e)(1)(i) and (2)**

(G) CONTRACTOR is directly responsible for compliance with, and enforcement of, all conditions for creation, maintenance, use, disclosure, transmission and Destruction of Confidential Information and the acts or omissions of Subcontractors as may be reasonably necessary to prevent unauthorized use. **45 CFR 164.504(e)(5); 42 CFR 431.300, et seq.**

(H) If CONTRACTOR maintains PHI in a Designated Record Set, CONTRACTOR will make PHI available to HHS in a Designated Record Set or, as directed by HHS, provide PHI to the Individual, or Legally Authorized Representative of the Individual who is requesting PHI in compliance with the requirements of the HIPAA Privacy Regulations. CONTRACTOR will make other Confidential Information in CONTRACTOR's possession available pursuant to the requirements of HIPAA or other applicable law upon a determination of a Breach of Unsecured PHI as defined in HIPAA. **45 CFR 164.524 and 164.504(e)(2)(ii)(E)**

(I) CONTRACTOR will make PHI as required by HIPAA available to HHS for amendment and incorporate any amendments to this information that HHS directs or agrees to pursuant to the HIPAA. **45 CFR 164.504(e)(2)(ii)(E) and (F)**

(J) CONTRACTOR will document and make available to HHS the PHI required to provide access, an accounting of disclosures or amendment in compliance with the requirements of the HIPAA Privacy Regulations. **45 CFR 164.504(e)(2)(ii)(G) and 164.528**

(K) If CONTRACTOR receives a request for access, amendment or accounting of PHI by any Individual subject to this DUA, it will promptly forward the request to HHS; however, if it would violate HIPAA to forward the request, CONTRACTOR will promptly notify HHS of the request and of CONTRACTOR's response. Unless CONTRACTOR is prohibited by law from forwarding a request, HHS will respond to all such requests, unless HHS has given prior written consent for CONTRACTOR to respond to and account for all such requests. **45 CFR 164.504(e)(2)**

(L) CONTRACTOR will provide, and will cause its Subcontractors and agents to provide, to HHS periodic written certifications of compliance with controls and provisions relating to information privacy, security and breach notification, including without limitation information related to data transfers and the handling and disposal of Confidential Information. **45 CFR 164.308; 164.530(c); 1 TAC 202**

(M) Except as otherwise limited by this DUA, the Base Contract, or law applicable to the Confidential Information, CONTRACTOR may use or disclose PHI for the proper management and



administration of CONTRACTOR or to carry out CONTRACTOR's legal responsibilities if: **45 CFR 164.504(e)(ii)(I)(A)**

(1) Disclosure is Required by Law, provided that CONTRACTOR complies with Section 3.01(D);

(2) CONTRACTOR obtains reasonable assurances from the Person to whom the information is disclosed that the Person will:

(a) Maintain the confidentiality of the Confidential Information in accordance with this DUA;

(b) Use or further disclose the information only as Required by Law or for the Authorized Purpose for which it was disclosed to the Person; and

(c) Notify CONTRACTOR in accordance with Section 4.01 of any Event or Breach of Confidential Information of which the Person discovers or should have discovered with the exercise of reasonable diligence. **45 CFR 164.504(e)(4)(ii)(B)**

(N) Except as otherwise limited by this DUA, CONTRACTOR will, if requested by HHS, use PHI to provide data aggregation services to HHS, as that term is defined in the HIPAA, 45 C.F.R. §164.501 and permitted by HIPAA. **45 CFR 164.504(e)(2)(i)(B)**

(O) CONTRACTOR will, on the termination or expiration of this DUA or the Base Contract, at its expense, return to HHS or Destroy, at HHS's election, and to the extent reasonably feasible and permissible by law, all Confidential Information received from HHS or created or maintained by CONTRACTOR or any of CONTRACTOR's agents or Subcontractors on HHS's behalf if that data contains Confidential Information. CONTRACTOR will certify in writing to HHS that all the Confidential Information that has been created, received, maintained, used by or disclosed to CONTRACTOR, has been Destroyed or returned to HHS, and that CONTRACTOR and its agents and Subcontractors have retained no copies thereof. Notwithstanding the foregoing, CONTRACTOR acknowledges and agrees that it may not Destroy any Confidential Information if federal or state law, or HHS record retention policy or a litigation hold notice prohibits such Destruction. If such return or Destruction is not reasonably feasible, or is impermissible by law, CONTRACTOR will immediately notify HHS of the reasons such return or Destruction is not feasible, and agree to extend indefinitely the protections of this DUA to the Confidential Information and limit its further uses and disclosures to the purposes that make the return of the Confidential Information not feasible for as long as CONTRACTOR maintains such Confidential Information. **45 CFR 164.504(e)(2)(ii)(J)**

(P) CONTRACTOR will create, maintain, use, disclose, transmit or Destroy Confidential Information in a secure fashion that protects against any reasonably anticipated threats or hazards to the security or integrity of such information or unauthorized uses. **45 CFR 164.306; 164.530(c)**

(Q) If CONTRACTOR accesses, transmits, stores, and/or maintains Confidential Information, CONTRACTOR will complete and return to HHS at [infosecurity@hhsc.state.tx.us](mailto:infosecurity@hhsc.state.tx.us) the HHS information security and privacy initial inquiry (SPI) at Attachment 2. The SPI identifies basic privacy and security controls with which CONTRACTOR must comply to protect HHS Confidential Information. CONTRACTOR will comply with periodic security controls compliance assessment and monitoring by HHS as required by state and federal law, based on the type of Confidential Information CONTRACTOR creates, receives, maintains, uses, discloses or has access to and the Authorized Purpose and level of risk. CONTRACTOR's security controls will be based on the National Institute of Standards and Technology (NIST) Special Publication 800-53. CONTRACTOR will update its security controls assessment whenever there are significant changes in security controls for HHS Confidential Information and will provide the updated document to HHS. HHS also reserves the right to request updates as needed to satisfy state and federal monitoring requirements. **45 CFR 164.306**

(R) CONTRACTOR will establish, implement and maintain any and all appropriate procedural, administrative, physical and technical safeguards to preserve and maintain the confidentiality, integrity, and availability of the Confidential Information, and with respect to PHI, as described in the HIPAA Privacy and Security Regulations, or other applicable laws or regulations relating to Confidential Information, to prevent any unauthorized use or disclosure of Confidential Information as long as CONTRACTOR has such Confidential Information in its actual or constructive possession. **45 CFR 164.308 (administrative safeguards); 164.310 (physical safeguards); 164.312 (technical safeguards); 164.530(c)(privacy safeguards)**

(S) CONTRACTOR will designate and identify, subject to HHS approval, a Person or Persons, as Privacy Official **45 CFR 164.530(a)(1)** and Information Security Official, each of whom is authorized to act on behalf of CONTRACTOR and is responsible for the development and implementation of the privacy and security requirements in this DUA. CONTRACTOR will provide name and current address, phone number and e-mail address for such designated officials to HHS upon execution of this DUA and prior to any change. **45 CFR 164.308(a)(2)**

(T) CONTRACTOR represents and warrants that its Authorized Users each have a demonstrated need to know and have access to Confidential Information solely to the minimum extent necessary to accomplish the Authorized Purpose pursuant to this DUA and the Base Contract, and further, that each has agreed in writing to be bound by the disclosure and use limitations pertaining to the Confidential Information contained in this DUA. **45 CFR 164.502; 164.514(d)**

(U) CONTRACTOR and its Subcontractors will maintain an updated, complete, accurate and numbered list of Authorized Users, their signatures, titles and the date they agreed to be bound by the terms of this DUA, at all times and supply it to HHS, as directed, upon request.

(V) CONTRACTOR will implement, update as necessary, and document reasonable and appropriate policies and procedures for privacy, security and Breach of Confidential Information and an incident response plan for an Event or Breach, to comply with the privacy, security and breach notice requirements of this DUA prior to conducting work under the DUA. **45 CFR 164.308; 164.316; 164.514(d); 164.530(i)(1)**

(W) CONTRACTOR will produce copies of its information security and privacy policies and procedures and records relating to the use or disclosure of Confidential Information received from, created by, or received, used or disclosed by CONTRACTOR on behalf of HHS for HHS's review and approval within 30 days of execution of this DUA and upon request by HHS the following business day or other agreed upon time frame. **45 CFR 164.308; 164.514(d)**

(X) CONTRACTOR will make available to HHS any information HHS requires to fulfill HHS's obligations to provide access to, or copies of, PHI in accordance with HIPAA and other applicable laws and regulations relating to Confidential Information. CONTRACTOR will provide such information in a time and manner reasonably agreed upon or as designated by the Secretary, or other federal or state law. **45 CFR 164.504(e)(2)(i)(I)**

(Y) CONTRACTOR will only conduct secure transmissions of Confidential Information whether in paper, oral or electronic form. A secure transmission of electronic Confidential Information in motion includes secure File Transfer Protocol (SFTP) or Encryption at an appropriate level or otherwise protected as required by rule, regulation or law. HHS Confidential Information at rest requires Encryption unless there is adequate administrative, technical, and physical security, or as otherwise protected as required by rule, regulation or law. All electronic data transfer and communications of Confidential Information will be through secure systems. Proof of system, media or device security and/or Encryption must be produced to HHS no later than 48 hours after HHS's written request in response to a compliance

investigation, audit or the Discovery of an Event or Breach. Otherwise, requested production of such proof will be made as agreed upon by the parties. De-identification of HHS Confidential Information is a means of security. With respect to de-identification of PHI, "secure" means de-identified according to HIPAA Privacy standards and regulatory guidance. **45 CFR 164.312; 164.530(d)**

(Z) CONTRACTOR will comply with the following laws and standards *if applicable to the type of Confidential Information and Contractor's Authorized Purpose*:

- Title 1, Part 10, Chapter 202, Subchapter B, Texas Administrative Code;
- The Privacy Act of 1974;
- OMB Memorandum 07-16;
- The Federal Information Security Management Act of 2002 (FISMA);
- The Health Insurance Portability and Accountability Act of 1996 (HIPAA) as defined in the DUA;
- Internal Revenue Publication 1075 – Tax Information Security Guidelines for Federal, State and Local Agencies;
- National Institute of Standards and Technology (NIST) Special Publication 800-66 Revision 1 – An Introductory Resource Guide for Implementing the Health Insurance Portability and Accountability Act (HIPAA) Security Rule;
- NIST Special Publications 800-53 and 800-53A – Recommended Security Controls for Federal Information Systems and Organizations, as currently revised;
- NIST Special Publication 800-47 – Security Guide for Interconnecting Information Technology Systems;
- NIST Special Publication 800-88, Guidelines for Media Sanitization;
- NIST Special Publication 800-111, Guide to Storage of Encryption Technologies for End User Devices containing PHI; and
- Any other State or Federal law, regulation, or administrative rule relating to the specific HHS program area that CONTRACTOR supports on behalf of HHS.

#### **ARTICLE 4. BREACH NOTICE, REPORTING AND CORRECTION REQUIREMENTS**

##### **Section 4.01. Breach or Event Notification to HHS. 45 CFR 164.400-414**

(A) CONTRACTOR will cooperate fully with HHS in investigating, mitigating to the extent practicable and issuing notifications directed by HHS, for any Event or Breach of Confidential Information to the extent and in the manner determined by HHS.

(B) CONTRACTOR'S obligation begins at the Discovery of an Event or Breach and continues as long as related activity continues, until all effects of the Event are mitigated to HHS's satisfaction (the "incident response period"). **45 CFR 164.404**

(C) Breach Notice:

1. Initial Notice.

a. For federal information, including without limitation, Federal Tax Information, Social Security Administration Data, and Medicaid Client Information, within the first, consecutive clock hour of Discovery, and for all other types of Confidential Information not more than 24 hours after

Discovery, or in a timeframe otherwise approved by HHS in writing, initially report to HHS's Privacy and Security Officers via email at: [privacy@HHSC.state.tx.us](mailto:privacy@HHSC.state.tx.us) and to the HHS division responsible for this DUA; and **IRS Publication 1075; Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988, 5 U.S.C. § 552a; OMB Memorandum 07-16 as cited in HHSC-CMS Contracts for information exchange.**

b. Report all information reasonably available to CONTRACTOR about the Event or Breach of the privacy or security of Confidential Information. **45 CFR 164.410**

c. Name, and provide contact information to HHS for, CONTRACTOR's single point of contact who will communicate with HHS both on and off business hours during the incident response period.

2. 48-Hour Formal Notice. No later than 48 consecutive clock hours after Discovery, or a time within which Discovery reasonably should have been made by CONTRACTOR of an Event or Breach of Confidential Information, **provide** formal notification to the State, including all reasonably available information about the Event or Breach, and CONTRACTOR's investigation, including without limitation and to the extent available: **For (a) - (m) below: 45 CFR 164.400-414**

a. The date the Event or Breach occurred;

b. The date of CONTRACTOR's and, if applicable, Subcontractor's Discovery;

c. A brief description of the Event or Breach; including how it occurred and who is responsible (or hypotheses, if not yet determined);

d. A brief description of CONTRACTOR's investigation and the status of the investigation;

e. A description of the types and amount of Confidential Information involved;

f. Identification of and number of all Individuals reasonably believed to be affected, including first and last name of the individual and if applicable the, Legally authorized representative, last known address, age, telephone number, and email address if it is a preferred contact method, to the extent known or can be reasonably determined by CONTRACTOR at that time;

g. CONTRACTOR's initial risk assessment of the Event or Breach demonstrating whether individual or other notices are required by applicable law or this DUA for HHS approval, including an analysis of whether there is a low probability of compromise of the Confidential Information or whether any legal exceptions to notification apply;

h. CONTRACTOR's recommendation for HHS's approval as to the steps Individuals and/or CONTRACTOR on behalf of Individuals, should take to protect the Individuals from potential harm, including without limitation CONTRACTOR's provision of notifications, credit protection, claims monitoring, and any specific protections for a Legally Authorized Representative to take on behalf of an Individual with special capacity or circumstances;

i. The steps CONTRACTOR has taken to mitigate the harm or potential harm caused (including without limitation the provision of sufficient resources to mitigate);

j. The steps CONTRACTOR has taken, or will take, to prevent or reduce the likelihood of recurrence of a similar Event or Breach;

k. Identify, describe or estimate of the Persons, Workforce, Subcontractor, or Individuals and any law enforcement that may be involved in the Event or Breach;

l. A reasonable schedule for CONTRACTOR to provide regular updates to the foregoing in the future for response to the Event or Breach, but no less than every three (3) business days or as

otherwise directed by HHS, including information about risk estimations, reporting, notification, if any, mitigation, corrective action, root cause analysis and when such activities are expected to be completed; and

m. Any reasonably available, pertinent information, documents or reports related to an Event or Breach that HHS requests following Discovery.

**Section 4.02** *Investigation, Response and Mitigation. For A-F below: 45 CFR 164.308, 310 and 312; 164.530*

(A) CONTRACTOR will immediately conduct a full and complete investigation, respond to the Event or Breach, commit necessary and appropriate staff and resources to expeditiously respond, and report as required to and by HHS for incident response purposes and for purposes of HHS's compliance with report and notification requirements, to the satisfaction of HHS.

(B) CONTRACTOR will complete or participate in a risk assessment as directed by HHS following an Event or Breach, and provide the final assessment, corrective actions and mitigations to HHS for review and approval.

(C) CONTRACTOR will fully cooperate with HHS to respond to inquiries and/or proceedings by state and federal authorities, Persons and/or Individuals about the Event or Breach.

(D) CONTRACTOR will fully cooperate with HHS's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such Event or Breach, or to recover or protect any Confidential Information, including complying with reasonable corrective action or measures, as specified by HHS in a Corrective Action Plan if directed by HHS under the Base Contract.

**Section 4.03** *Breach Notification to Individuals and Reporting to Authorities. Tex. Bus. & Comm. Code §521.053; 45 CFR 164.404 (Individuals), 164.406 (Media); 164.408 (Authorities)*

(A) HHS may direct CONTRACTOR to provide Breach notification to Individuals, regulators or third-parties, as specified by HHS following a Breach.

(B) CONTRACTOR must obtain HHS's prior written approval of the time, manner and content of any notification to Individuals, regulators or third-parties, or any notice required by other state or federal authorities. Notice letters will be in CONTRACTOR's name and on CONTRACTOR's letterhead, unless otherwise directed by HHS, and will contain contact information, including the name and title of CONTRACTOR's representative, an email address and a toll-free telephone number, for the Individual to obtain additional information.

(C) CONTRACTOR will provide HHS with copies of distributed and approved communications.

(D) CONTRACTOR will have the burden of demonstrating to the satisfaction of HHS that any notification required by HHS was timely made. If there are delays outside of CONTRACTOR's control, CONTRACTOR will provide written documentation of the reasons for the delay.

(E) If HHS delegates notice requirements to CONTRACTOR, HHS shall, in the time and manner reasonably requested by CONTRACTOR, cooperate and assist with CONTRACTOR's information requests in order to make such notifications and reports.

## **ARTICLE 5. SCOPE OF WORK**

Scope of Work means the services and deliverables to be performed or provided by CONTRACTOR, or on behalf of CONTRACTOR by its Subcontractors or agents for HHS that are described in detail in the Base Contract. The Scope of Work, including any future amendments thereto, is incorporated by reference in this DUA as if set out word-for-word herein.

## **ARTICLE 6. GENERAL PROVISIONS**

### **Section 6.01 *Ownership of Confidential Information***

CONTRACTOR acknowledges and agrees that the Confidential Information is and will remain the property of HHS. CONTRACTOR agrees it acquires no title or rights to the Confidential Information.

### **Section 6.02 *HHS Commitment and Obligations***

HHS will not request CONTRACTOR to create, maintain, transmit, use or disclose PHI in any manner that would not be permissible under applicable law if done by HHS.

### **Section 6.03 *HHS Right to Inspection***

At any time upon reasonable notice to CONTRACTOR, or if HHS determines that CONTRACTOR has violated this DUA, HHS, directly or through its agent, will have the right to inspect the facilities, systems, books and records of CONTRACTOR to monitor compliance with this DUA. For purposes of this subsection, HHS's agent(s) include, without limitation, the HHS Office of the Inspector General or the Office of the Attorney General of Texas, outside consultants or legal counsel or other designee.

### **Section 6.04 *Term; Termination of DUA; Survival***

This DUA will be effective on the date on which CONTRACTOR executes the DUA, and will terminate upon termination of the Base Contract and as set forth herein. If the Base Contract is extended or amended, this DUA is updated automatically concurrent with such extension or amendment.

(A) HHS may immediately terminate this DUA and Base Contract upon a material violation of this DUA.

(B) Termination or Expiration of this DUA will not relieve CONTRACTOR of its obligation to return or Destroy the Confidential Information as set forth in this DUA and to continue to safeguard the Confidential Information until such time as determined by HHS.

(D) If HHS determines that CONTRACTOR has violated a material term of this DUA; HHS may in its sole discretion:

1. Exercise any of its rights including but not limited to reports, access and inspection under this DUA and/or the Base Contract; or
2. Require CONTRACTOR to submit to a corrective action plan, including a plan for monitoring and plan for reporting, as HHS may determine necessary to maintain compliance with this DUA; or
3. Provide CONTRACTOR with a reasonable period to cure the violation as determined by HHS; or
4. Terminate the DUA and Base Contract immediately, and seek relief in a court of competent jurisdiction in Travis County, Texas.

Before exercising any of these options, HHS will provide written notice to CONTRACTOR describing the violation and the action it intends to take.

(E) If neither termination nor cure is feasible, HHS shall report the violation to the Secretary.

(F) The duties of CONTRACTOR or its Subcontractor under this DUA survive the expiration or termination of this DUA until all the Confidential Information is Destroyed or returned to HHS, as required by this DUA.

**Section 6.05    *Governing Law, Venue and Litigation***

(A) The validity, construction and performance of this DUA and the legal relations among the Parties to this DUA will be governed by and construed in accordance with the laws of the State of Texas.

(B) The Parties agree that the courts of Travis County, Texas, will be the exclusive venue for any litigation, special proceeding or other proceeding as between the parties that may be brought, or arise out of, or in connection with, or by reason of this DUA.

**Section 6.06    *Injunctive Relief***

(A) CONTRACTOR acknowledges and agrees that HHS may suffer irreparable injury if CONTRACTOR or its Subcontractor fails to comply with any of the terms of this DUA with respect to the Confidential Information or a provision of HIPAA or other laws or regulations applicable to Confidential Information.

(B) CONTRACTOR further agrees that monetary damages may be inadequate to compensate HHS for CONTRACTOR's or its Subcontractor's failure to comply. Accordingly, CONTRACTOR agrees that HHS will, in addition to any other remedies available to it at law or in equity, be entitled to seek injunctive relief without posting a bond and without the necessity of demonstrating actual damages, to enforce the terms of this DUA.

**Section 6.07    *Indemnification***

CONTRACTOR will indemnify, defend and hold harmless HHS and its respective Executive Commissioner, employees, Subcontractors, agents (including other state agencies acting on behalf of HHS) or other members of its Workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this DUA or from any acts or omissions related to this DUA by CONTRACTOR or its employees, directors, officers, Subcontractors, or agents or other members of its Workforce. The duty to indemnify, defend and hold harmless is independent of the duty to insure and continues to apply even in the event insurance coverage required, if any, in the DUA or Base Contract is denied, or coverage rights are reserved by any insurance carrier. Upon demand, CONTRACTOR will reimburse HHS for any and all losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party to the extent caused by and which results from the CONTRACTOR's failure to meet any of its obligations under this DUA. CONTRACTOR's obligation to defend, indemnify and hold harmless any Indemnified Party will survive the expiration or termination of this DUA.

**Section 6.08    *Insurance***

(A) In addition to any insurance required in the Base Contract, at HHS's option, HHS may require CONTRACTOR to maintain, at its expense, the special and/or custom first- and third-party

insurance coverages, including without limitation data breach, cyber liability, crime theft and notification expense coverages, with policy limits sufficient to cover any liability arising under this DUA, naming the State of Texas, acting through HHS, as an additional named insured and loss payee, with primary and non-contributory status, with required insurance coverage, by the Effective Date, or as required by HHS.

(B) CONTRACTOR will provide HHS with written proof that required insurance coverage is in effect, at the request of HHS.

**Section 6.09    *Fees and Costs***

Except as otherwise specified in this DUA or the Base Contract, including but not limited to requirements to insure and/or indemnify HHS, if any legal action or other proceeding is brought for the enforcement of this DUA, or because of an alleged dispute, contract violation, Event, Breach, default, misrepresentation, or injunctive action, in connection with any of the provisions of this DUA, each party will bear their own legal expenses and the other cost incurred in that action or proceeding.

**Section 6.10    *Entirety of the Contract***

This Data Use Agreement is incorporated by reference into the Base Contract and, together with the Base Contract, constitutes the entire agreement between the parties. No change, waiver, or discharge of obligations arising under those documents will be valid unless in writing and executed by the party against whom such change, waiver, or discharge is sought to be enforced.

**Section 6.11    *Automatic Amendment and Interpretation***

Upon the effective date of any amendment or issuance of additional regulations to HIPAA, or any other law applicable to Confidential Information, this DUA will automatically be amended so that the obligations imposed on HHS and/or CONTRACTOR remain in compliance with such requirements. Any ambiguity in this DUA will be resolved in favor of a meaning that permits HHS and CONTRACTOR to comply with HIPAA or any other law applicable to Confidential Information.



**ATTACHMENT 1. SUBCONTRACTOR AGREEMENT FORM**  
**HHS CONTRACT NUMBER \_\_\_\_\_**

The DUA between HHS and CONTRACTOR establishes the permitted and required uses and disclosures of Confidential Information by CONTRACTOR.

CONTRACTOR has subcontracted with \_\_\_\_\_  
(SUBCONTRACTOR) for performance of duties on behalf of CONTRACTOR which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to CONTRACTOR under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. CONTRACTOR and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

CONTRACTOR and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by CONTRACTOR in the time, manner and content required by the DUA.

If CONTRACTOR knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations CONTRACTOR will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon reasonably discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps CONTRACTOR is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

**This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.**

**CONTRACTOR**

**SUBCONTRACTOR**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE** \_\_\_\_\_, **201** .

**DATE:** \_\_\_\_\_